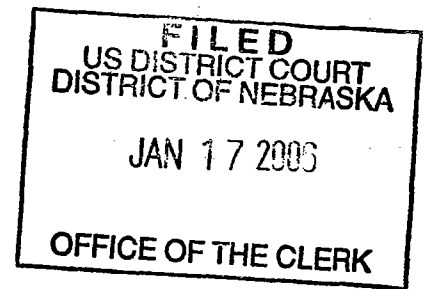


UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA



SPRINT COMMUNICATIONS COMPANY
L.P.,

Plaintiff,

v.

NEBRASKA PUBLIC SERVICE etc.; et al.,

Defendants.

No.: 4:05 CV 03260-TDT

STIPULATED RECORD ON APPEAL

VOLUME III



4:05cv3260-A45C

UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA

SPRINT COMMUNICATIONS COMPANY L.P.,

Plaintiff,

v.

NEBRASKA PUBLIC SERVICE, etc.; et al.,

Defendants.

No: 4:05 CV 03260

**STIPULATION
DESIGNATING
RECORD ON APPEAL**

Plaintiff and Defendants, by and through their respective counsel, hereby stipulate and agree that the Record on Appeal in this proceeding shall contain the following documents:

Tab No.	Date Filed	Document Filed	Bates Range
1	5/23/05	Petition for Arbitration of Sprint Communications Company L.P., C-3429	0001 – 0034
2	5/26/05	NPSC's Letter of Notification to Sprint (acknowledging receipt of Petition for Arbitration, setting due dates, etc.), C-3429	0035
3	5/31/05	[SENTCO's] Motion for Commission to Act as Arbitrator, C-3429	0036 – 0038
4	6/1/05	Order Setting Oral Argument (Opinion and Findings; Order), C-3429	0039 – 0040
5	6/6/05	Sprint's Response to SENTCO's Motion for Commission to Act as Arbitrator, C-3429	0041 – 0043
6	6/14/05	Motion Granted (Opinion and Findings; Order), C-3429; 6/15/05 Certification of Order	0044 – 0046
7	6/15/05	Order Setting Prehearing Conference, C-3429; Certification of Order	0047 – 0048
8	6/17/05	Motion to Dismiss or, in the Alternative, Response of Southeast Nebraska Telephone Company to Petition for Arbitration, C-3429	0049 – 0098
9	7/12/05	Protective Order, C-3429; 7/15/05 Amended Certification of Order	0099 – 0109
10	7/25/05	Southeast Nebraska Telephone Company's Exhibit Designations, C-3429	0110 – 0112

Tab No.	Date Filed	Document Filed	Bates Range
11	7/27/05	Direct Testimony of James R. Burt, C-3429	0113 - 0149
12	7/29/05	Sprint Communications Company L.P.'s Motion in Limine and Request to Exclude Discovery and Documents Identified by Southeast Nebraska Telephone Company, C-3429	0150 - 0179
13	8/3/05	Pre-Filed Rebuttal Testimony of Steven E. Watkins, C-3429	0180 - 0226
14	8/5/05	Response of Southeast Nebraska Telephone Company to Sprint Communications Company L.P. Motion in Limine	0227 - 0243
15	8/5/05	Rebuttal Testimony of James R. Burt, C-3429	0244 - 0251
16	8/5/05	Hearing Officer Order (Opinion and Findings; Order), C-3429; 8/8/05 Certification of Order	0252 - 0254
17	8/9/05	Hearing Officer Order (Opinion and Findings; Order), C-3429; Certification of Order	0255 - 0256
18	8/9/05	Response of Southeast Nebraska Telephone Company to Sprint Communication L.P. Motion to Strike, C-3429	0257 - 0265
19	8/10/05	Sprint Communications Company L.P.'s Motion to Strike Rebuttal Testimony of Steven E. Watkins and Exhibits Thereto, C-3429	0266 - 0275
20	8/16/05	Transcript of Proceedings before the Nebraska Public Service Commission on 8/10/05, C-3429	0276 - 0432
21	8/16/05	Certification of Court Reporter (listing Exhibits made part of Transcript of Proceedings before the Nebraska Public Service Commission on 8/10/05, C-3429)	0433
22	8/16/05	8/10/05 Hearing Exhibit PSC 1 (<i>The Daily Record</i> , 5/27/05, p.8: New Public Notices NPSC, including C-3429)	0434
23	8/16/05	8/10/05 Hearing Exhibit PSC 2 (6/29/05 Certification of 6/28/05 Order, C-3429, with attached Order)	0435 - 0439
24	8/16/05	8/10/05 Hearing Exhibit Sprint 102 (7/25/05, Direct Testimony of James R. Burt, C-3429)	0440 - 0471
25	8/16/05	8/10/05 Hearing Exhibit Sprint 103 (8/3/05, Rebuttal Testimony of James R. Burt, C-3429)	0472 - 0479
26	8/16/05	8/10/05 Hearing Exhibit Sprint 104 (6/28/05, Planning Conference Order: Opinion and Findings; Order, C-3429)	0480 - 0483
27	8/16/05	8/10/05 Hearing Exhibit Sprint 105 (8/5/05, Hearing Officer Order: Opinion and Findings; Order, C-3429)	0484 - 0485

Tab No.	Date Filed	Document Filed	Bates Range
28	8/16/05	8/10/05 Hearing Exhibit Sprint 106 (not dated, Current Network Configuration Serving Subscribers in Lincoln, NE, Exhibit JRB-1)	0486 - 0487
29	8/16/05	8/10/05 Hearing Exhibit Sprint 107 (not dated, Network Configuration Envisioned to Serve Subscribers in Falls City, NE Compared to Existing Network in Lincoln, NE, Exhibit JRB-2)	0488
30	8/16/05	8/10/05 Hearing Exhibit Sprint 108 (Affidavit of Jeffrey Woosley)	0489
31	8/16/05	8/10/05 Hearing Exhibit SENTCO 1 (5/20/05, Petition for Arbitration of Sprint Communications Company L.P.; Exhibit 1: 12/22/04 letter from Paul M. Schudel, Woods & Aitken LLP, to Monica M. Barone, Esq. [Sprint, discussing steps to address before negotiation of an interconnection agreement]; Exhibit 2: [proposed] Interconnection and Reciprocal Compensation Agreement Between Southeast Nebraska Telephone Company and Sprint Communications, L.P.)	0490 - 0523
32	8/16/05	8/10/05 Hearing Exhibit SENTCO 2 (6/17/05, Motion to Dismiss Or, in the Alternative, Response of Southeast Nebraska Telephone Company to Petition for Arbitration, C-3429)	0524 - 0573
33	8/16/05	8/10/05 Hearing Exhibit SENTCO 3 (7/25/04, Pre-Filed Direct Testimony of Elizabeth A. Sickel with attached 7/25/04 Southeast Nebraska Telephone Company's Exhibit Designations, C-3429)	0574 - 0588
34	8/16/05	8/10/05 Hearing Exhibit SENTCO 4 (1/12/05 letter from Paul M. Schudel, Woods & Aiken LLP, to Monica M. Barone, Esq. [Sprint, detailing SENTCO's unanswered questions, attaching email and U.S. mail correspondence between Sprint and SENTCO, a copy of his 12/15/04 letter to the Commission re: C-3228, and suggesting a meeting between Sprint and SENTCO facilitated by representatives of the Commission and/or its Staff to discuss the nature of the interconnection arrangement Sprint seeks from SENTCO])	0589 - 0604
35	8/16/05	8/10/05 Hearing Exhibit SENTCO 5 (7/16/04, [Sprint's] Amended Application, Application No. 3204)	0605 - 0613
36	8/16/05	8/10/05 Hearing Exhibit SENTCO 6 (9/21/04, Sprint's Responses to Inte[r]venors' Data Requests, C-3204)	0614 - 0621

Tab No.	Date Filed	Document Filed	Bates Range
37	8/16/05	8/10/05 Hearing Exhibit SENTCO 8 (10/1/04, Testimony of James R. Burt on Behalf of Sprint, C-3204)	0622 - 0632
38	8/16/05	8/10/05 Hearing Exhibit SENTCO 10 (11/4/04, Transcript of Proceedings, C-3204, not verified by Reporter)	0633 - 0790
39	8/16/05	8/10/05 Hearing Exhibit SENTCO 12 (6/17/04, Application and Request for Authority In the Matter of the Application of Time Warner Cable Information Services (Nebraska), LLC d/b/a Time Warner Cable for a Certificate of Authority to Provide Local and Interexchange Voice Services within the State of Nebraska)	0791 - 0834
40	8/16/05	8/10/05 Hearing Exhibit SENTCO 13	0835 - 0850
41	8/16/05	8/10/05 Hearing Exhibit SENTCO 14	0851 - 0862
42	8/16/05	8/10/05 Hearing Exhibit SENTCO 16 (9/17/04, Transcript of Proceedings re: Application No. C-3228, not verified by Reporter)	0863 - 0967
43	8/16/05	8/10/05 Hearing Exhibit SENTCO 18 (8/16/99-3/8/02, Tariff Schedule Applicable to Local Exchange Services Within the State of Nebraska Issued by Sprint Communications Company L.P., Nebraska Public Service Commission Local Exchange Tariff No. 1)	0968 - 1079
44	8/16/05	8/10/05 Hearing Exhibit SENTCO 19 (6/15/05, Time Warner Cable Information Services (Nebraska), LLC d/b/a Time Warner Cable, Nebraska Rules and Regulations and Schedule of Charges Applicable to Local and Interexchange Services, Nebraska P.S.C. Tariff No. 1)	1080 - 1126
45	8/16/05	8/10/05 Hearing Exhibit SENTCO 21 (7/29/05 letter from Brad A. Gasper, Sprint, to NPSC with attached 8/1/05 Sprint Communications Company, L.P. Nebraska Tariff P.S.C. No. 2 [introducing intrastate access service offered by Sprint's Competitive Local Exchange Carrier (CLEC)]).	1127 - 1243
46	8/16/05	8/10/05 Hearing Exhibit SENTCO 22 (8/3/05, Pre-Filed Rebuttal Testimony of Steven E. Watkins, C-3429)	1244 - 1290

Volume III

Tab No.	Date Filed	Document Filed	Bates Range
47	8/16/05	8/10/05 Hearing Exhibit SENTCO 23 (8/9/05, notarized Certificate of NPSC Accountant John Burvairis [re: Sprint's Nebraska Tariff P.S.C. No. 1, that Sprint has no other tariff currently on file with the Commission; re: Time Warner Cable's Nebraska P.S.C. Tariff No. 1; that Time Warner has no other tariff currently on file with the Commission], C-3429)	1291 - 1292
48	8/16/05	8/10/05 Hearing Exhibit SENTCO 24 (8/9/05, notarized Certificate of NPSC Administrative Assistant Anne Bogus [attesting to accuracy and completeness of certain records and files relating to C-3204])	1293 - 1294
49	8/16/05	8/10/05 Hearing Exhibit SENTCO 25 (8/9/05, notarized Certificate of NPSC Administrative Assistant Anne Bogus [attesting to accuracy and completeness of certain records and files relating to C-3204])	1295 - 1296
50	8/17/05	Hearing Officer Order (Opinion and Findings; Order), C-3429; Certification of Order	1297 - 1299
51	9/2/05	Post-Hearing Brief of Southeast Nebraska Telephone Company, C-3429	1300 - 1320
52	9/2/05	[Southeast Nebraska Telephone Company's] Proposed Order-Interconnection Agreement Approved as Modified), C-3429	1321 - 1341
53	9/9/05	Post-Hearing Brief of Sprint Communications Company L.P., C-3429	1342 - 1434
54	9/9/05	Sprint Communications Company L.P.'s Proposed Order, C-3429	1435 - 1444
55	9/13/05	Findings and Conclusions; Order, C-3429; Certification of Order	1445 - 1460
56	10/11/05	Letter to NPSC with attached fully executed Interconnection and Reciprocal Compensation Agreement Between Southeast Nebraska Telephone Company and Sprint Communications L.P., C-3429	1461 - 1481
57	10/25/05	Notice of C-3429 application and public meeting 11/1/05	1482
58	11/2/05	Post-Decision Statement of Sprint Communications Company L.P. Concerning Interconnection Agreement To Be Approved Pursuant to Commission's September 13, 2005 Order, C-3429	1483 - 1486
59	11/2/05	Statement of Southeast Nebraska Telephone Company Concerning Interconnection Agreement To Be Approved Pursuant to Commission's September 13, 2005 Order	1487 - 1489
60	11/22/05	Opinion and Findings; Order; Certification of Order	1490 - 1492

The Record on Appeal shall also include a separate volume titled "Stipulated Confidential Record on Appeal" containing the following two documents:

Tab No.	Date Filed	Document Filed	Bates Range
1	8/16/05	8/10/05 Hearing Exhibit SENTCO 20 (7/18/05, Sprint Communications Company L.P.'s Responses to Southeast Nebraska Telephone Company's First Set of Interrogatories, Requests to Produce Documents and Requests for Admissions with attached unsealed envelope marked "[Confidential Attachments to Sprint Communications Company L.P. Responses to Data Requests]" containing two Wholesale Voice Services Agreements, and attached 10/8/04 Interconnection Agreement Between ALLTEL Nebraska, Inc. & Sprint Communications Company L.P., C-3429)	0001 Confidential - 0531 Confidential
2	8/16/05	8/10/05 Hearing Exhibit SENTCO 7 [Submitted in an envelope marked "Confidential"]	0532 Confidential - 0533 Confidential

Although plaintiff Sprint is e-filing this stipulation, due to the size of the stipulated record, the stipulated record need not be e-filed and instead Sprint has made arrangements to have a copy of the stipulated record and a copy of this stipulation delivered to the Clerk of the Court.

Dated: January 17, 2005

SPRINT COMMUNICATIONS COMPANY L.P.

By: s/
Raymond A. Cardozo, CA #173263
REED SMITH LLP
Two Embarcadero Center, Suite 2000
San Francisco, CA 94111
Tel:(415) 543-8700
Fax:(415) 391-8269
E-mail: rcardozo@reedsmith.com

Its Attorney

Dated: January 17, 2005

NEBRASKA PUBLIC SERVICE COMMISSION,
FRANK E. LANDIS, JR., ANNE C. BOYLE,
LOWELL JOHNSON, ROD JOHNSON AND
GERALD L. VAP, Commission Defendants

By: s/
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Their Attorney

Dated: January 17, 2005

SOUTHEAST NEBRASKA TELEPHONE
COMPANY, Defendant/Intervenor

By: s/
Paul M. Schudel, #13723
James A. Overcash, #18627
WOODS & AITKEN LLP
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Tel: (402) 43607599
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E-mail: jovercash@woodsaitken.com

Its Attorneys

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In the Matter of the Application of Time Warner
Cable Information Services (Nebraska), LLC
d/b/a Time Warner Cable for
a Certificate of Authority to Operate as a
Telecommunications Common Carrier and
Interexchange Carrier within the
State of Nebraska

Application No. C-3228

DIRECT TESTIMONY OF

JULIE Y. PATTERSON

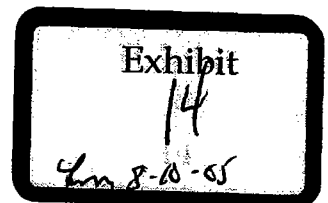
ON BEHALF OF TIME WARNER CABLE

INFORMATION SERVICES (NEBRASKA), LLC

SEPTEMBER 1, 2004

0851

EXHIBIT A



1 **Q. PLEASE STATE YOUR NAME, TITLE, AND BUSINESS ADDRESS FOR**
2 **THE RECORD.**

3 A. My name is Julie Y. Patterson and I am Vice President & Chief Counsel,
4 Telephony for Time Warner Cable Inc. I am also the Secretary of Time Warner
5 Cable Information Services (Nebraska), LLC ("TWCIS"). My business address is
6 290 Harbor Drive, Stamford, Connecticut 06902. My telephone number is (203)
7 328-0671 and my email address is julie.patterson@twcable.com.

8 **Q. WHAT ARE YOUR JOB RESPONSIBILITIES?**

9 A. I am responsible for legal affairs and state and federal regulatory issues relating to
10 Time Warner Cable's deployment of Voice Over IP services throughout the
11 country. This involves obtaining necessary telephone authorizations from state
12 utilities commissions, providing advice regarding regulatory compliance,
13 developing regulatory policy, and providing support to Time Warner Cable's
14 Divisions relating to all issues relating to Voice Over IP.

15 **Q. PLEASE GIVE A BRIEF DESCRIPTION OF YOUR BACKGROUND**
16 **AND EXPERIENCE.**

17 A. I am an attorney and have specialized in the area of communications. I practiced
18 communications law in private practice for several years. I then served as an
19 Attorney Advisor in the Common Carrier Bureau of the Federal Communications
20 Commission. While working for the FCC, I worked on issues relating to local
21 telephone competition, the deployment of broadband services, Bell Operating
22 Company section 271 applications, and communications and media mergers.
23 Immediately prior to joining Time Warner Cable, I was Associate General
24 Counsel for Net2Phone, Inc., an IP Telephony company. I have a B.A. degree

1 from the University of Pennsylvania and a J.D. from the College of William and
2 Mary.

3 **Q. ARE YOU FAMILIAR WITH THE APPLICATION YOUR COMPANY**
4 **SUBMITTED TO THIS COMMISSION?**

5 A. Yes, I am familiar with the Application.

6 **Q. ARE ALL STATEMENTS IN THE APPLICATION TRUE AND**
7 **CORRECT TO THE BEST OF YOUR KNOWLEDGE, INFORMATION**
8 **AND BELIEF?**

9 A. Yes.

10 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

11 A. The purpose of my testimony is to describe the operations and business strategy
12 of TWCIS and, by so doing, demonstrate that TWCIS has the requisite financial,
13 technical and managerial capability to provide facilities-based local and long
14 distance Internet protocol voice services in the State of Nebraska and that
15 approval of its Application is in the public interest.

16 **Q. PLEASE DESCRIBE THE CURRENT CORPORATE STRUCTURE OF**
17 **TWCIS.**

18 A. TWCIS is a limited liability company created, organized, and existing under the
19 laws of the State of Delaware. A copy of TWCIS's Certificate of Formation is
20 provided as Exhibit A to the Application. TWCIS has the requisite authority to
21 transact business in the state of Nebraska, and we have provided a copy of its
22 authorization as part of Exhibit A to the Application. Finally, an organizational
23 chart, which sets forth the corporate structure of TWCIS, is attached as Exhibit C
24 to the Application.

25 **Q. DESCRIBE TWCIS'S FINANCIAL ABILITY TO OPERATE AS A**
26 **TELECOMMUNICATIONS CARRIER.**

1 A. TWCIS is a newly formed entity. As such, it will be relying on the financial
2 resources of its members, Time Warner Cable Inc. and Time Warner
3 Entertainment-Advance/Newhouse Partnership, and its ultimate parent, Time
4 Warner Inc., to finance its operations. TWCIS provided the Commission with the
5 three most recent SEC Form 10-K annual reports of Time Warner Inc. as Exhibit
6 H to the Application. Additionally, Exhibit I to the Application contained a
7 commitment letter demonstrating Time Warner Cable Inc.'s financial commitment
8 to TWCIS as it enters the local and long distance telephone business in Nebraska.
9 These financial statements and commitment letter demonstrate that TWCIS has
10 access to sufficient financial resources to provide voice services in Nebraska and
11 to meet its cash needs.

12 **Q. PLEASE DISCUSS THE MANAGERIAL AND TECHNICAL ABILITY OF**
13 **TWCIS TO PROVIDE TELECOMMUNICATIONS SERVICES IN**
14 **NEBRASKA**

15 A. The officers of TWCIS have extensive managerial and technical experience in
16 the telecommunications industry. The management teams in Stamford,
17 Connecticut, and Lincoln, Nebraska, include individuals with extensive
18 experience in successfully developing and operating communications businesses,
19 including local telephone businesses. TWCIS submitted a description of the
20 background and experience of its current management team as Exhibit G of its
21 Application. These descriptions demonstrate that TWCIS will be managed and
22 operated by a team of well-qualified telecommunications professionals who are
23 capable of operating a company which will provide sophisticated, state-of-the-art
24 Internet Protocol voice services similar to those offered by traditional analog
25 telephone service providers.

1 **Q. IN YOUR OPINION, WOULD THE ISSUANCE OF A CERTIFICATE TO**
2 **TWCIS BE IN THE PUBLIC INTEREST?**

3 A. Yes. Granting a certificate to TWCIS will promote the public interest by
4 increasing the level of competition in the Nebraska telecommunications market
5 using a new technology. As the proposed service relies on existing cable
6 television facilities to reach customer premises, the service represents one of the
7 best hopes for viable competition in the residential telephone market. Granting
8 TWCIS's application will serve the public interest by allowing Nebraska
9 residential consumers to have access, in many cases for the first time, to a
10 facilities-based competitive local telephone service. In addition, Voice Over IP
11 technology can link phone calls with other data which makes several new services
12 possible. The technology offers new flexibility to consumers who may be able to
13 program their phones to redirect calls to other numbers, take messages, and send
14 email responses to a voice call.

15 **Q. PLEASE EXPLAIN WHY TWCIS SEEKS CERTIFICATION AT THIS**
16 **TIME AND THE REGULATORY DISCLAIMER INCLUDED IN THE**
17 **APPLICATION.**

18 A. Voice Over IP is a new technology and the question remains unanswered whether
19 Voice Over IP services are subject to state and/or federal regulation.
20 Jurisdictional and regulatory issues pertaining to whether and how Voice Over IP
21 services may legally be offered are currently under review by the Federal
22 Communications Commission. Even though there is regulatory uncertainty
23 concerning the scope of authority over IP telephony services, TWCIS wishes to
24 deploy the voice services described in its Application to the public as quickly and
25 efficiently as possible, without the necessity of raising and resolving potentially
26 disputed regulatory issues prior to entry. TWCIS therefore wishes to voluntarily

1 comply with all applicable rules respecting the provision of local and long
2 distance telecommunications services. However, as stated in the regulatory
3 disclaimer, TWCIS does not want anything in the Application or docket to be
4 construed as a concession or agreement by TWCIS that the services at issue
5 constitute telecommunications services, local exchange services, common carrier
6 offerings, or services that are otherwise subject to federal or state regulation.
7 TWCIS should not be required to waive its legal rights should the Federal
8 Communications Commission or this Commission decide that such services are
9 not subject to regulation. TWCIS does not concede that the Commission has
10 jurisdiction and expressly reserves the right to argue that the company's proposed
11 Voice Over IP services are not subject to federal or state regulation. However,
12 since TWCIS wishes to begin offering services as quickly as possible, TWCIS
13 intends to comply with the Commission's rules and regulations.

14 **Q. PLEASE DESCRIBE THE OPERATIONS OF TWCIS AND THE**
15 **SERVICES IT PROPOSES TO OFFER IN NEBRASKA.**

16 A. TWCIS proposes to provide facilities-based Internet Protocol ("IP") voice service
17 targeted to the residential market. TWCIS's service will provide features similar
18 to those offered by traditional analog telephone service but will utilize IP
19 technology to process and transport telephone calls. Customers will be able to call
20 and be called by other IP voice service subscribers as well as other parties
21 connected to the public switched telephone network ("PSTN"). At least initially,
22 the proposed service will be offered to residential customers who subscribe to
23 Time Warner Cable's high-speed cable modem data service and/or cable
24 television services. The service will be offered on a bundled flat-rate basis and
25 will allow standard local calling in addition to operator services, directory
26 assistance, enhanced "911" services, outbound 800 toll free calling, custom

1 calling features such as call waiting, caller identification, and directory listing.
2 From a consumer perspective, TWCIS will provide unlimited local and long
3 distance calling for a single price that includes popular calling features. TWCIS
4 will utilize local number portability permitting consumers to maintain their
5 existing telephone numbers in addition to whole-home wiring and the opportunity
6 to utilize each telephone jack in the home. The proposed services are described
7 more completely in the proposed tariff submitted with the Application as Exhibit
8 M.

9 **Q. WHAT FACILITIES WILL TWCIS USE TO PROVIDE ITS PROPOSED**
10 **INTEREXCHANGE AND LOCAL VOICE SERVICES?**

11 A. TWCIS plans to first offer Voice Over IP services to customers who subscribe to
12 Time Warner Cable's high-speed, cable data modem data service and/or cable
13 television service. The IP voice service uses Internet protocol for one or more
14 segments of the call. The technology transforms voice signals into digital packets
15 and transmits the packets over managed IP networks to complete the call. At that
16 point, the packets are reconstructed into voice signals.

17 Time Warner Cable is the second largest cable operator in the nation,
18 passing more than 18 million homes and serving nearly 11 million customers. In
19 2001, Time Warner Cable completed the upgrade of 98% of its cable plant to two-
20 way capable, hybrid fiber-coaxial cable, at an investment of nearly five billion
21 dollars. This upgrade permits us to offer a multitude of broadband, digital and
22 interactive services. With respect to broadband services, Time Warner Cable's
23 infrastructure upgrade has permitted it to deploy high-speed Internet services to
24 more than 3 million customers.

25 TWCIS intends to utilize Time Warner Cable's cable plant which passes
26 more than 162,000 homes in Nebraska to provide the proposed services. At

1 present, Time Warner Cable has more than 31,000 high-speed data customers and
2 approximately 110,000 cable television customers in Nebraska. TWCIS will
3 draw upon the engineering and technical support of its specialized staffs to
4 manage its network and provision services. The services are delivered over a
5 managed network with quality of service standards, ensuring that customers are
6 provided with the level of quality offered by traditional telephone service and to
7 which they are accustomed.

8 In order to reach premises not served by Time Warner Cable, calls must at
9 times traverse the PSTN. TWCIS completes these calls through relationships
10 with competitive local exchange carriers that provide a variety of services,
11 including the termination of local and toll calls, the provision of directory
12 assistance and operator services, and the delivery of 911 calls to the appropriate
13 public safety answering points. Calls destined for PSTN are terminated in
14 accordance with intercarrier compensation regimes. Time Warner Cable's Global
15 Network Operations Center located in Herndon, Virginia will provide operational
16 monitoring and control capabilities to ensure support for customers 24 hours per
17 day, seven days per week.

18 **Q. HOW ARE CUSTOMER INQUIRIES/DISPUTES HANDLED?**

19 A. Customers will be able to contact the company's local customer service at the
20 following telephone number: (402) 421-0300. Customer service representatives
21 will be available twenty-four hours per day, seven days a week. Customer service
22 orders, inquiries and complaints are handled initially at Time Warner Cable's
23 operating offices in Lincoln, Nebraska.

24 **Q. WHO IS THE CONTACT PERSON AT THE COMPANY THAT THE**
25 **COMMISSION STAFF SHOULD CONTACT REGARDING CUSTOMER**
26 **COMPLAINTS OR REGULATORY ISSUES?**

0858

1 A. In the event of customer complaints, the Commission staff should contact

2 Dick Cassidy

3 Vice President, Operations

4 Digital Phone

5 Time Warner Cable

6 5400 S. 16th Street

7 Lincoln, Nebraska 68516-1278

8 (402) 421-0300

9 (402) 421-0305 (fax)

10 or

11 Julie Y. Patterson

12 290 Harbor Drive

13 Stamford, Connecticut 06902

14 (203) 328-0671

15 (203) 328-4840 (fax)

16 julie.patterson@twcable.com

17 **Q. WILL TWCIS SUPPORT UNIVERSALLY AVAILABLE TELEPHONE**
18 **SERVICE AS REQUIRED BY THE COMMISSION?**

19 A. Yes. TWCIS will comply with all applicable Commission requirements related to
20 universal service obligations.

21 **Q. WILL TWCIS PROVIDE DIRECTORY ASSISTANCE AND OTHER**
22 **OPERATOR ASSISTANCE SERVICES AS REQUIRED BY THE**
23 **COMMISSION?**

1 A. Yes. TWCIS will comply with all applicable Commission requirements related to
2 directory assistance and other operator assistance services. A detailed description
3 of TWCIS's provisioning of these services is attached as Exhibit J to its
4 Application.

5 **Q. WILL TWCIS SUPPORT EMERGENCY 911 TELEPHONE SERVICE AS**
6 **REQUIRED BY THE COMMISSION?**

7 A. Yes. TWCIS will comply with all applicable Commission requirements related to
8 emergency 911 services. A detailed description of TWCIS's provisioning of 911
9 services is attached as Exhibit K to its Application.

10 **Q. WILL TWCIS SUPPORT TELEPHONE RELAY SERVICE FOR**
11 **HEARING IMPAIRED AS REQUIRED BY THE COMMISSION?**

12 A. Yes. TWCIS will comply with all applicable Commission requirements related to
13 telephone relay services. A detailed description of TWCIS's provisioning of
14 telephone relay services is attached as Exhibit L to its Application.

15 **Q. DOES TWCIS CURRENTLY HOLD ANY OTHER CERTIFICATE OR**
16 **PERMIT TO PROVIDE TELECOMMUNICATIONS SERVICES OTHER**
17 **THAN LOCAL EXCHANGE SERVICES IN NEBRASKA?**

18 A. No.

19 **Q. DOES TWCIS CURRENTLY HAVE OPERATIONS IN ANY OTHER**
20 **STATE?**

21 A. No. TWCIS is a newly formed entity that, at the present time, seeks to transact
22 business solely within the state of Nebraska.

23 **Q. IN WHAT OTHER STATES HAS TWCIS OR AFFILIATED ENTITIES**
24 **RECEIVED AUTHORIZATION TO PROVIDE INTEREXCHANGE**
25 **AND/OR LOCAL VOICE SERVICES?**

1 A. TWCIS has not applied for, and has not received, authorization to provide
2 interexchange or local voice services in any other state. However, the following
3 affiliated entities have been authorized to provide IP-based voice service by their
4 respective states' utilities commissions: Time Warner Cable Information Services
5 (Maine), LLC; Time Warner Cable Information Services (North Carolina), LLC;
6 Time Warner Cable Information Services (Ohio), LLC; Time Warner Cable
7 Information Services (Texas), LLC; Time Warner Cable Information Services
8 (Kansas), LLC; Time Warner Cable Information Services (Missouri), LLC; Time
9 Warner Cable Information Services (California), LLC; Time Warner Cable
10 Information Services (South Carolina), LLC; Time Warner Cable Information
11 Services (Minnesota), LLC; Time Warner Cable Information Services
12 (Wisconsin), LLC; Time Warner Cable Information Services (New Hampshire),
13 LLC; and Time Warner Cable Information Services (Hawaii), LLC. In addition,
14 TWCIS' affiliate, Time Warner ResCom of New York, LLC, is certificated to
15 provide local and long distance telecommunications services in New York. The
16 exact dates of certification for each of the aforementioned affiliates is contained in
17 Exhibit D to the Application.

18 **Q. HAS TWCIS OR ANY AFFILIATED ENTITY EVER BEEN DENIED**
19 **CERTIFICATION IN ANOTHER STATE?**

20 A. No.

21 **Q. HAS TWCIS OR ANY OFFICER, DIRECTOR, PRINCIPAL, PARTNER,**
22 **PROPRIETOR, SHAREHOLDER, MEMBER OR MANAGER WITH A**
23 **BENEFICIAL INTEREST OF 5% OR MORE OF TWCIS' VOTING**
24 **SECURITIES BEEN INVOLVED IN A FORMAL COMPLAINT OR**
25 **OTHER INVESTIGATORY OR ENFORCEMENT PROCEEDING?**

26 A. No.

1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2 A. Yes.

P R O C E E D I N G S

COMR. LANDIS: The hearing in Application Number C-3228 will come to order. I am Frank Landis, and I will be the hearing officer this morning. Joining me here at the Lincoln site is Commissioner Rod Johnson. Joining us at the McCook site is Commissioner Jerry Vap who is the chairman of our Commission. Anne Boyle, Commissioner Boyle, is a speaker at a conference in San Francisco today or she would be here. She has a great deal of interest in this particular docket. Lowell Johnson has been undergoing some medical treatments and he may or may not be here, but, of course, he has an abiding concern in this docket, also. Shana Knutson is here at the Lincoln site. She is the staff attorney who is handling this particular docket. Also here in the Lincoln site is our attorney, Angela Melton. Angela is handling a companion case which is Sprint CLEC application. So, we have asked Angela to sit in on this hearing today. I understand that Jill Gettman had a motion she wanted to file.

MS. KNUTSON: I believe she had a motion pro hac vice. She wanted to move the admittance of Mr. Goodwin and she is on the phone.

1 COMR. LANDIS: Well, that will be granted.
2 Tim has been here before, appeared before us, so that
3 motion will be granted. Okay. This is the Matter of
4 the Application of Time Warner Cable Information
5 Services, Nebraska, dba Time Warner Cable for a
6 certificate of authority to operate as a
7 telecommunications common carrier and interexchange
8 carrier within the state of Nebraska. Notice of the
9 application was published in the Daily Record, Omaha,
10 Nebraska, on July 21 of this year. At this time,
11 then, we are going to enter into the record. We will
12 make that Exhibit 1. We set this hearing by a
13 prehearing conference and we mailed a copy of that
14 order to all interested parties. I think we sent
15 that out on August 12. We will make that Exhibit 2.

16 (Commission Exhibits Number 1 and 2, having
17 been duly identified, were received in evidence. See
18 Supp. Volume)

19 Now, then, we will take appearances; first,
20 for the applicant, and then for any interveners and
21 finally for the Commission staff.

22 MR. TYLER: On behalf of applicant, Travis
23 Tyler.

24 COMR. LANDIS: Thank you, Mr. Tyler. For the
25 parties, then?

1 MR. SHULTZ: On behalf of the formal
2 intervener, Nebraska Telecommunications Association,
3 Jack L. Shultz, P.O. Box 82028, Lincoln, Nebraska.

4 COMR. LANDIS: Thank you, Mr. Shultz.

5 MR. FAHLESON: On behalf of formal
6 interveners, Arapahoe, Benkelman, Cozad, Curtis,
7 Dillard, Glenwood, Hartman, Keystone-Arthur, and Main
8 Stay Telephone Companies, enter the appearance of
9 Mark Fahleson and Troy Kirk with the law firm of
10 Rembolt, Ledke, 1201 Lincoln Mall, Suite 102,
11 Lincoln, Nebraska.

12 COMR. LANDIS: Okay, Mr. Fahleson.

13 MR. SCHUDEL: On behalf of the following
14 list, I will give my name and my associate's name
15 first. Paul Schudel and Jim Overcash, Woods and
16 Aitken law firm 301 S. 13th Street, Suite 500,
17 Lincoln, Nebraska, appearing on behalf of the
18 following interveners; Arlington Telephone Company,
19 Blair Telephone Company, Cambridge Telephone Company,
20 Clarks Telecommunications Company, Consolidated
21 Telephone Company, Consolidated Telco, Inc.,
22 Consolidated Telcom, Inc., Eastern Nebraska Telephone
23 Company, Great Plains Communications, Inc., 0865
24 Hartington Telecommunications Company, Inc., Hershey
25 Cooperative Telephone Company, Inc., K & M Telephone

1 Company, Inc., Nebraska Central Telephone Company,
2 Northeast Nebraska Telephone Company, Rock County
3 Telephone Company, Stanton Telephone Company, Inc.,
4 Three River Telco, Southeast Nebraska Telephone
5 Company, Hemingford Cooperative Telephone Company,
6 and ALLTEL Nebraska, Inc. Thank you.

7 COMR. LANDIS: Thank you, Mr. Schudel. For
8 the staff?

9 MS. KNUTSON: On behalf of the Commission
10 staff, please enter the appearance of Shana Knutson.

11 COMR. LANDIS: Thank you, Ms. Knutson. Any
12 preliminary matters?

13 MR. BROOKS: Mr. Commissioner, may I also
14 enter the appearance on behalf of the informal
15 intervener, AT&T Communications, Loel Brooks, 984
16 Wells Fargo Center, Lincoln, Nebraska. With me is
17 Gary Witt, staff counsel from Denver.

18 COMR. LANDIS: Mr. Brooks, you would be
19 welcome to join us at the counsel table. I would
20 like to have all the parties represented. One
21 attorney per party. So, you can decide whether Gary
22 or -- all right, fine. Any other appearances that
23 need to be entered?

0866

24 MR. GOODWIN: Yes, Mr. Commissioner. Tim
25 Goodwin. I don't know whether Jill Gettman is on the

1 phone or not for Qwest.

2 COMR. LANDIS: Okay, thank you, Tim. Again,
3 if you would care to pull a chair up at the counsel
4 table.

5 MR. GOODWIN: It looks like seating is
6 precious, and if I need any questions, I will scoot
7 up there if that is okay with you.

8 COMR. LANDIS: Very well. Okay, Mr. Tyler,
9 if you would call your first witness.

10 MR. TYLER: Actually, before we put on our
11 evidence, as a matter of procedure, we would request
12 that Time Warner's witness, Julie Patterson, who is
13 the chief counsel for telephony for Time Warner Cable
14 be allowed to testify as a rebuttal witness to the
15 testimony of Steve Watkins, the witness for the
16 intervener, Southeast Nebraska Telephone Company. We
17 received his prefiled testimony yesterday afternoon
18 at 2:30, and we would like to address some of those
19 issues that were raised yesterday afternoon through
20 Ms. Patterson's rebuttal testimony. 0867

21 MR. WITT: If I may, Mr. Commissioner. My
22 name is Gary Witt. I am with AT&T. I would like to
23 object to the filing of the testimony by Mr. Watkins
24 at this point. It seems to me that it is not timely
25 under either the Nebraska Public Service Commission's

1 rules or under the existing procedural order.

2 MR. SCHUDEL: Mr. Witt obviously didn't get
3 your order, Mr. Commissioner, which expressly gave
4 permission to file that testimony about 2:30
5 yesterday which we followed to the letter. With
6 response to the procedural matter raised by Mr.
7 Tyler, that is not incorporated within the prehearing
8 order. We have been excruciatingly precise about
9 following that prehearing order. You made no
10 provision for rebuttal testimony in your order that
11 allowed the extension of the filing. That is simply
12 out of order at this point and should be denied.

13 MR. WITT: If I may, in response to Mr.
14 Schudel, it seems to me that however scrupulous he
15 and his clients have been, since I did not receive
16 any kind of a copy of any kind of modification of the
17 procedure order, due process has not been fulfilled
18 under these circumstances. I would respectfully
19 resubmit my objection and reiterate it. 0868

20 COMR. LANDIS: Well, your objection is noted.
21 We are not going to permit rebuttal for that purpose
22 because there was extensive discussion when we did
23 revise our prehearing order. So, we are not going to
24 permit that, and to the extent your objection is
25 overruled. It is noted but it is overruled. We are

1 going to go ahead with the hearing today.

2 MR. WITT: May I have some grounds for your
3 overrule?

4 COMR. LANDIS: No. I am just overruling it.

5 MR. WITT: Okay, thank you.

6 COMR. LANDIS: Are we ready now to proceed?

7 MR. TYLER: Yes.

8 (Ms. Patterson was sworn in by Commissioner
9 Landis)

10 COMR. LANDIS: Very well. If you will state
11 your name, spell it, please for the court reporter.

12 MS. PATTERSON: Julie Patterson, J-u-l-i-e
13 P-a-t-t-e-r-s-o-n.

14 (Applicant Exhibit Number 3 was marked for
15 identification)

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1 JULIE PATTERSON

2 Testifies as follows on:

3 DIRECT EXAMINATION

4 By Mr. Tyler:

5 Q Ms. Patterson, I am showing you what is
6 marked as Exhibit 3 for the applicant. Is this a
7 true and correct copy of your prefiled testimony
8 submitted in support of Time Warner's application?

9 A Yes, it is.

10 Q If you had been asked these questions here
11 today, would your answers given be the same?

12 A Yes, they would.

13 MR. TYLER: We would offer into evidence
14 Exhibit 3, the prefiled testimony of Julie Patterson.

15 MR. SCHUDEL: May I voir dire for just a
16 moment? Mr. Commissioner, under the rules of the
17 Commission 002.49(C), Subpart 2, it is provided that
18 the application by a CLEC shall be subscribed under
19 oath. I just have a question. May I regard, then,
20 your affirmation as tantamount to the original lack
21 of subscription under oath in the filing of your
22 application, Mr. Tyler? Is that the intent? 0870

23 MR. TYLER: The intent here is to affirm the
24 prefiled testimony that we did in accordance with the
25 scheduling deadline that was -- this order that was

1 issued by the Commission. This is a reaffirmation of
2 that testimony.

3 MR. SCHUDEL: Yes, and my only question was
4 there was no verification under oath of the original
5 application. I am simply trying to establish for the
6 record if that is your intent in having her reaffirm.

7 MR. TYLER: She is verifying that under oath.

8 MR. SCHUDEL: Thank you.

9 MR. TYLER: Absolutely.

10 (Applicant Exhibit Number 4 was marked for
11 identification)

12

13 By Mr. Tyler:

14 Q Ms. Patterson, I am showing you what will be
15 marked as Exhibit 4 for the applicant. Is this a
16 true and correct copy of the application that Time
17 Warner submitted in this matter?

18 A Yes, it is.

19 Q Now, if you had been asked -- you assisted
20 in preparing this application, did you not?

21 A Yes.

22 Q If you had been asked the questions and --
23 if the statements in that application, are they
24 correct today as they were set forth in the
25 application when it was submitted two months ago?

1 A Yes, with the exception of the few of the
2 affiliate certifications in Exhibit D which has
3 subsequently been granted.

4 Q Okay.

5 A That were pending at the time.

6 MR. TYLER: We would offer into evidence
7 Exhibit Number 4, the application that was filed by
8 Time Warner Cable.

9 MR. SCHUDEL: No objection.

10 COMR. LANDIS: Exhibits 3 and 4 will be
11 admitted into evidence.

12 (Applicant Exhibits Number 3 and 4 were
13 received in evidence. See Supp. Volume)

14

15 By Mr. Tyler:

16 Q Ms. Patterson, let us take a few minutes to
17 summarize the direct testimony that we prefiled as an
18 exhibit as it relates to the issues before the
19 Commission today. Can you please describe your
20 background and experience?

0872

21 A Yes. I am currently the vice president and
22 chief counsel of telephony for Time Warner Cable,
23 responsible for overseeing the regulatory affairs in
24 connection with the company's -- voice over Internet
25 Protocol based services throughout the country. My

1 background is in the practice of telecommunications
2 law, in private practice at the Federal
3 Communications Commission, and with an Internet
4 telephony company prior to joining Time Warner Cable.

5 Q Okay. Can you please describe the services
6 that Time Warner Cable Information Services intends
7 to provide to customers in the state of Nebraska?

8 A The applicant proposes to provide voice
9 services using voice over Internet Protocol
10 technology. To the consumer, the consumer will be
11 offered a bundle of local and long distance voice
12 services packaged as a bundle. That would include
13 certain vertical features such as call waiting, call
14 waiting with Caller ID, and Caller ID. Also included
15 in the services would be Enhanced 911 functionality
16 access to telecommunications relay service, the
17 ability to port a telephone number, access to
18 international calling, access to directory
19 assistance, and operator services, directory
20 listings, and the ability to call anyone on the
21 public switched telephone network or to receive a
22 call from anyone on the public switched telephone
23 network.

0873

24 Q Will you be paying inter-carrier
25 compensation for these services?

1 A All calls will be carried in accordance
2 with existing inter-carrier compensation regimes.
3 So, yes, inter-carrier compensation, whether it be
4 reciprocal compensation, intrastate access or
5 interstate access would be paid on all falls
6 originating from a Time Warner Cable customer.

7 Q Will Time Warner support Universal Service
8 in the state of Nebraska?

9 A Yes. Time Warner intends to contribute to
10 the Nebraska Universal Service Fund as well as to the
11 Federal Universal Service Fund based on its revenues
12 from the proposed services.

13 Q Does Time Warner Cable intend to provide
14 E-911 services in the state of Nebraska?

15 A Yes. The services that we propose to offer
16 will include the ability for customers to dial 911
17 and for automatic number information and automatic
18 location information to be delivered to the public
19 safety answering points.

20 Q Does Time Warner Cable intend to provide
21 directory assistance to customers in the state of
22 Nebraska?

0874

23 A Yes. Time Warner Cable customers will be
24 able to dial 411 and to be able to access a directory
25 assistance operator.

1 Q Does Time Warner Cable intend to provide
2 telephone relay service to customers in the state of
3 Nebraska?

4 A Yes.

5 Q Does Time Warner Cable intend to provide
6 operator services to customers in the state of
7 Nebraska?

8 A Yes, customers will be able to make and
9 receive collect calls and other operator assisted
10 calls.

11 Q Can you explain how calls are terminated
12 from one Time Warner customer to another Time Warner
13 customer?

14 A In the case of a Time Warner Cable
15 customer in Nebraska calling another Time Warner
16 Cable telephone customer, the call would be handled
17 entirely by Time Warner Cable on its own network.
18 So, a call would leave the customer's premise and be
19 carried on Time Warner Cable's network and be routed
20 to the other Time Warner Cable customer, never
21 touching the public switched telephone network. In
22 that case, the call would be in Internet Protocol or
23 packet form for the entire duration of the call.

0875

24 Q Can you explain how a call would be routed
25 between a Time Warner customer and a non-Time Warner

1 customer?

2 A Sure. In the case of a Time Warner Cable
3 telephone customer calling anyone else that is not on
4 the Time Warner Cable network, so, someone served by
5 another telephone company, the call would leave the
6 customer premise in Internet Protocol or packet form.
7 Our soft switched device would recognize the
8 telephone number dialed as being a non-Time Warner
9 Cable telephone number and would route that call to
10 what is called a gateway device that would convert
11 the call from Internet Protocol form to traditional
12 circuit switched or TBM format. At which point, it
13 would be passed to Sprint Communications Corporation
14 which would take the call and terminate it to its
15 final destination. Whether that be a local call
16 within Lincoln, for instance, or an intrastate toll
17 call somewhere else in Nebraska or an interstate or
18 an international call. In that case, Sprint would,
19 on behalf of Time Warner Cable, pay inter-carrier
20 compensation as I mentioned previously either
21 reciprocal compensation, intrastate access, or
22 interstate access based on the originating number and
23 the terminating number. Would also in the case of
24 911 calls, 711 telecommunications, relay service
25 calls or directory assistance calls, pass those to

0876

1 the appropriate location as well.

2 Q So, who is ultimately responsible for
3 payment of access charges to the LECs?

4 A As the originating provider, the applicant
5 is responsible for that. We have made arrangements
6 contractually through Sprint to have them administer
7 and actually make those payments based on again the
8 originating number and the terminating number so that
9 the call is treated jurisdictionally as it would be
10 in the normal course.

11 Q In the application, there is a Section 2
12 reservation of rights. Can you please describe that
13 for us?

14 A Sure. Based on the number of proceedings
15 going on throughout the country at the state and
16 federal level relating to voice over Internet
17 Protocol technology and voice services using voice
18 over Internet Protocol technology. We have included
19 in our application a reservation of rights stating
20 what we believe would be the case even without
21 associating. That should the law change, we would
22 abide by the ruled law if the FCC, a state
23 commission, the state legislature, the Congress,
24 changed the status of voice over Internet Protocol.
25 Services and the proposed services that we will be

1 offering fall within that definition. So, just a
2 statement that while we agree and submit to the
3 jurisdiction of the Commission, should the law
4 change, we would abide by any change in future law.
5 Unless and until that law changes, we are submitting
6 and agreeing to the jurisdiction of the Nebraska
7 Public Service Commission.

8 Q As far as your relationship with Sprint goes
9 to terminate traffic, do you intend to make Sprint
10 responsible to your end users for service quality or
11 is it that responsibility going to lie with Time
12 Warner?

13 A All obligations with respect to end user
14 customers, customer service, and the provision of
15 service to end users is entirely with Time Warner
16 Cable information services.

17 Q Likewise, does Time Warner intend to make
18 Sprint responsible to this Commission for compliance
19 with the Commission's rules and regulations for the
20 service offerings you have in the state?

21 A No. As the provider of service to end users
22 and as an applicant for a certificate of authority,
23 the applicant is fully responsible for all
24 obligations pursuant to rule and statute of this
25 Commission.

1 Q Does Time Warner intend to comply with the
2 Commission's Telecommunication's Rule 002.05(A),
3 which is entitled, the Emergency Operations and
4 Power?

5 A Yes, it does.

6 Q Has Time Warner ever requested
7 interconnection with any ILECs in the state of
8 Nebraska?

9 A We have not.

10 Q Based upon your knowledge of federal, state,
11 and local law, is Time Warner required to enter into
12 these interconnection arrangements?

13 A I don't believe that Time Warner Cable is
14 required pursuant to Federal Telecommunications -- to
15 enter into interconnection agreements with incumbent
16 LECs.

17 MR. TYLER: No further questions.

18 COMR. LANDIS: Very well. How do we want to
19 do this for the interveners? Gary, do you want to go
20 next? Do you have any cross?

21 MS. KNUTSON: Commissioner, I think as an
22 informal intervener -- 0879

23 COMR. LANDIS: Oh, you are informal. Excuse
24 me, I thought you were formal. The formal
25 interveners, Mr. Schudel. Mr. Fahleson, formal or

1 informal?

2 MR. FAHLESON: Formal.

3 COMR. LANDIS: Mr. Shultz?

4 MR. SHULTZ: Formal.

5 COMR. LANDIS: Okay, then, you are entitled
6 to cross. How do you want to handle this?

7 MR. SCHUDEL: I think I will lead off if it
8 is acceptable to you, Commissioner Landis.

9 COMR. LANDIS: That will be fine.

10 MR. SCHUDEL: We do have a few items to mark
11 as exhibits in addition to what Mr. Tyler has marked.

12 COMR. LANDIS: I show Exhibit 4 so far.

13 MR. SCHUDEL: Exhibit 5 I would ask to be
14 marked as -- entitled Applicant Time Warner's
15 Responses and Objections to Data Requests of
16 Commission staff and interveners. I think we all
17 have those copies but here is the copy for the
18 witness for your reference. Staying in some
19 semblance of order, there was a supplement filed to
20 those responses which I would ask be marked as
21 Exhibit 6. It is a supplement dated September 2,
22 2004. The next item which I bound with a 0880
23 confidential cover and put all the contents on yellow
24 paper which I am going to do my best not to refer to,
25 but nonetheless it is the Time Warner Cable, Inc.,

1 and Sprint Communications Company LP agreement, which
2 has been produced in response to our discovery
3 request.

4 (Intervener Exhibits Number 5, 6 and 7 were
5 marked for identification)

6 MR. TYLER: As a matter of procedure, we
7 would remind the Commission that that was submitted
8 pursuant to the protective order and therefore we
9 request that that information be sealed.

10 MR. SCHUDEL: I will do my best to avoid any
11 direct references to it. If we get to that, I
12 suppose there will be no choice but to clear the
13 hearing room. We will try to avoid that.

14 COMR. LANDIS: Okay.

15 MR. SCHUDEL: The next item, which is also
16 confidential is entitled Sprint-Time Warner
17 Interconnect Architecture which was also produced by
18 Mr. Tyler in response to our data request. Again, it
19 is confidential Exhibit 8.

20 (Intervener Exhibit Number 8 was marked for
21 identification)

22 MR. TYLER: As a matter of procedure, we will
23 remind the Commission that that was submitted
24 pursuant to the protective order.

0881

25 COMR. LANDIS: Okay, thank you.

1 MR. SCHUDEL: Exhibit 9, I believe, is a
2 copy. It is certainly not on Commission letterhead.
3 It is a copy of Mr. Hand's letter dated September 8
4 with regard to the trial test. I believe all counsel
5 have either been provided or had access to that on
6 the Commission website.

7 (Intervener Exhibit Number 9 was marked for
8 identification)

9 COMR. LANDIS: Okay.

10 MR. SCHUDEL: Exhibit 10 is a copy of another
11 item produced by Mr. Tyler which was provided to
12 counsel which is the order of the Public Service
13 Commission of South Carolina in Docket Number
14 2003-362-C.

15 (Intervener Exhibit Number 10 was marked for
16 identification)

17 MR. TYLER: Commissioner Landis, we object to
18 the submission of that as evidence. It is not
19 relevant to the current matter before this
20 Commission. What was decided in South Carolina is
21 not relevant to what is decided in the state of
22 Nebraska today.

0882

23 COMR. LANDIS: That wasn't part of the
24 prefiled or an answer to an -- I just read it this
25 morning.

1 MR. TYLER: That was my next --

2 COMR. LANDIS: I read the case.

3 MR. SCHUDEL: It was identified on our list
4 of exhibits, and it was a part of their production.
5 Again, it is an order of a Commission such as
6 yourself. If it is an issue of how much weight you
7 are going to give it, obviously that is entirely
8 within your discretion. I don't understand. There
9 was no objection to the relevancy of producing it in
10 response to our request. So, I would ask that it be
11 admitted.

12 MR. FAHLESON: We would support the admission
13 of that to the extent it can be used for rebuttal or
14 impeachment of Ms. Patterson's while generally there
15 is no requirement that you produce that evidence in
16 advance. We think it serves that purpose as well.

17 COMR. LANDIS: We are going to overrule that
18 objection, and we are going to go ahead and admit it.
19 It is in. I am not so sure it wasn't in one of your
20 answers, wasn't it, to one of the interrogatories?

21 MR. SCHUDEL: It was attached. I have not
22 put in -- we had about, I guess, about 150 pages of
23 attachments.

24 COMR. LANDIS: Sure.

0883

25 MR. SCHUDEL: I have been selective in what I

1 am offering. I will say, and I omitted putting this
2 on the list that I served yesterday, but I do have
3 one other order that was similarly attached, this
4 being the order of the state of Maine, and would ask,
5 at least for identification, that that be marked as
6 Exhibit 11. This similarly was produced by a Time
7 Warner response to the combined data request of the
8 staff and the interveners, and is Bates Numbered
9 TW0103 through 0109. I would offer that although it
10 doesn't -- my copy doesn't appear to be complete. I
11 want to be sure that we haven't omitted something
12 there. If I could have one moment. (Pause) Based
13 upon my review, going back to the copy that we
14 printed off of the -- I will call it soft copy
15 provided by Mr. Tyler, it appears that I am missing
16 TW0107 through 0108. If you accept the exhibit, I
17 would ask leave to file complete pages on that. I
18 just don't seem to have them here.

19 COMR. LANDIS: That would be 11? That would
20 be an order of the Maine Commission?

21 MR. SCHUDEL: Yes, I am offering Exhibit 11
22 as that being namely the Maine order. 0884

23 COMR. LANDIS: Anything on Exhibit 11? We
24 can admit 10 and 11, and give whatever weight they
25 merit. We are going to put them both in the record.

1 (Intervener Exhibits Number 10 and 11 were
2 received in evidence. See Supp. Volume)

3 MR. SCHUDEL: Thank you.

4 COMR. LANDIS: Any other exhibits that need
5 to be marked or offered here or marked -- Exhibits 10
6 and 11 have been marked, offered, and admitted, and
7 the others have only been marked.

8 MR. SCHUDEL: Just to verify, I believe
9 Exhibit 4 is the Sprint amended application. Is that
10 correct?

11 MR. TYLER: That is correct.

12 COMR. LANDIS: And, that has been admitted.

13 MR. SCHUDEL: I do have one other exhibit, I
14 am sorry.

15 COMR. LANDIS: That will be Exhibit 12.

16 (Intervener Exhibit Number 12 was marked for
17 identification)

18 MR. SCHUDEL: This is the application in Case
19 Number C-3204. It is the actual amended application
20 of Sprint Communications Company LP. It was included
21 in our list that we identified yesterday as a matter
22 of public record. 0885

23 COMR. LANDIS: Are you making an offer or are
24 you just asking that we start off just marking these
25 now?

1 MR. SCHUDEL: Oh, well, I will make an offer
2 at the close, but, at this point, we are marking 12
3 and when you are prepared for an offer, I will offer
4 all of them.

5 COMR. LANDIS: I show 10 and 11 being offered
6 and admitted, and 5, 6, 7, 8, 9, 12 being marked.

7 MR. GOODWIN: Mr. Hearing Officer, and Mr.
8 Schudel, I don't want to interrupt here, but I didn't
9 get a copy of Exhibit 9. Is there a spare? I sure
10 appreciate it. Thank you.

11 MR. SCHUDEL: You are welcome. Just for
12 clarity of the record, then, I would offer Exhibits 5
13 through 12 at this time if not previously offered.

14 COMR. LANDIS: Mr. Tyler, anything that you
15 want to -- any objections?

16 MR. TYLER: No objections.

17 COMR. LANDIS: No objections on the part of
18 the applicant. Exhibits 5, 6, 7, 8, 9 and 12 will be
19 admitted. I am showing Exhibits 1 through 12 being
20 admitted into evidence.

21 (Intervener Exhibits Number 5, 7, 8, 9 and
22 12 were received in evidence. See Supp. Volume)

23 MR. SCHUDEL: If I may proceed, then, Mr.
24 Hearing Officer?

0886

25 COMR. LANDIS: Yes, Mr. Schudel, go right

1 ahead.

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CROSS-EXAMINATION

4

By Mr. Schudel:

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Q Ms. Patterson, I would like to start with just a housekeeping matter. The data responses from Time Warner which I believe have been marked as Exhibit 5, if you could please refer to that. I will represent to you under Nebraska Supreme Court discovery rule for civil cases, Rule 33(A), that it is required that interrogatory responses be separately answered and fully in writing under oath. I did find a verification on your responses to the data request. Could you please, for the record, affirm that the responses set forth in Exhibit 5 are true and correct to the best of your intention and belief?

A I affirm that they are true and correct to the best of my information.

Q Thank you. During your summary in response to Mr. Tyler's questions, you referenced Section 2 of the Time Warner application entitled Reservation of Rights. Do I understand correctly that it is currently Time Warner's position that it is standing on the terms of Section 2 entitled Reservation of

0887

1 Rights?

2 A Standing on. I am not sure I understand.

3 Q Are you -- is Time Warner continuing to take
4 the position represented by the statements contained
5 in the Reservation of Rights section of your
6 application?

7 A Yes.

8 Q In your testimony, which you caused to be
9 marked as Exhibit 3, on Page 5, Lines 9 through 13,
10 you state, quote, Time Warner does not concede that
11 the Commission has jurisdiction in this matter.
12 Given this position, why is Time Warner seeking
13 certification that Time Warner does not believe that
14 the Commission has authority to grant?

15 A We have agreed to submit to the jurisdiction
16 of the Commission in order to provide the proposed
17 services.

18 Q But, nonetheless, you take the position
19 that the Commission does not have jurisdiction to
20 make the grant. Isn't that true?

21 A I am not sure I agree with that statement.
22 There has been no declaration by the Commission or
23 any other regulatory authority as to other
24 jurisdiction is appropriate. We have agreed to
25 submit to the jurisdiction in the meantime.

0888

1 Q But you stand on the statement on Page 5,
2 Lines 9 through 13 of your testimony, I take it,
3 where you state, quote, Time Warner does not concede
4 that the Commission has jurisdiction, close quote. I
5 am simply trying to square that sworn statement
6 together with the answer you just gave. Can you help
7 me?

8 A We have not considered that there is or is
9 not jurisdiction. We have taken no position on the
10 jurisdictional issue. We have simply come here and
11 submitted to the Commission's jurisdiction
12 voluntarily, if you will, until there is such
13 determination. At such time, we will abide by
14 whatever determination is made.

15 Q Would it then follow that Time Warner
16 reserves to itself the discretion to disregard the
17 Commission's jurisdiction and your commitment to
18 abide by its rules and regulations whenever you deem
19 that necessary and appropriate?

20 A Absolutely not. Unless and until there is a
21 change in the law or declaration by this Commission,
22 the state Legislature, or the FCC or the federal
23 legislature, we would abide by the rules that we have
24 just committed -- we have committed to abide by 0889
25 through the application. We will not unilaterally

1 determine whether there has been such a change in the
2 law. It would be if a change in the law occurred, in
3 which case, every industry participant would be bound
4 by that new law, not simply Time Warner Cable.

5 Q What is your vision of how you would inform
6 the Commission if and when you make a determination
7 that you are no longer bound by the Commission's
8 rules and regulations and its jurisdiction?

9 A Again, we would not make that determination.

10 Q Who would?

11 A Legislative, administrative, judicial body.

12 Q Is there any proceeding pending at this
13 time of which you are aware, the outcome of which
14 would be determinative of the issue we have just been
15 discussing?

16 A There are several that could or could not
17 address the issues. I think there is a number of
18 broad proceedings. There is legislation pending in
19 Congress. There is a proceeding at the Federal
20 Communications Commission. There is an investigation
21 at this Commission into Voice Internet Protocol.

22 Q Are you referring to NUSF-40?

23 A I believe so. I am not sure that that is
24 broad enough to determine the issues that we are
25 talking about.

1 Q I would agree with you.

2 A But, again, I think also the FCC's
3 proceeding could or could not be broad enough to
4 determine those issues. It remains to be seen
5 whether any of these proceedings will determine these
6 issues.

7 Q That is the FCC investigation I think that
8 is generally referred to as the investigation of
9 Voice over Protocol?

10 A It is referred to as the investigation into
11 Internet Protocol Basis.

12 Q In response to Mr. Tyler's questions
13 concerning how your network would -- I guess I will
14 say work in the completion of calls from a Time
15 Warner to Time Warner subscriber. Also, I believe he
16 queried you on a call to a public switched telephone
17 network based customer. You provided some responses.
18 There is a flippad there. I am wondering if you
19 would be able to show us by diagraming on that chart
20 how a Time Warner customer -- what network routing
21 and facilities would be utilized for a Time Warner
22 customer hypothetically located in the Falls City,
23 Nebraska, exchange to complete a local call to a
24 southeast Nebraska customer also located in that
25 exchange? Would you be able to do that for us?

1 MR. TYLER: Commissioner Landis, we object to
2 that question. We have already submitted evidence on
3 how calls are routed. That was included in the
4 Sprint Time Warner agreement. It was also included
5 in the interconnection exhibit that Mr. Schudel
6 submitted as Exhibit 8. Frankly, we are diving into
7 some minutia here beyond general technical
8 competency.

9 COMR. LANDIS: Well, again, how this works is
10 relevant. I don't know that we have to have Ms.
11 Patterson get up and give us a demonstrative display.
12 I think she can testify on how this is going to work.
13 I don't know that we need to make an artist out of
14 her. You pose the question, and you can answer. If
15 you care to use the chart, you may. Otherwise, you
16 just answer.

17 MR. SCHUDEL: I will repeat the question so
18 that hopefully we are all on the same wavelength
19 here.

20 0892

21 By Mr. Schudel:

22 Q If you wish to use the flip chart to assist
23 with illustrating your answer, please describe for us
24 the network routing and facilities that would be
25 utilized for a Time Warner hypothetical customer that

1 would be located within the Falls City, Nebraska,
2 exchange to complete a local call to a southeast
3 Nebraska telephone customer also located in that
4 exchange.

5 A A call originated by a Time Warner Cable
6 customer in that exchange would traverse, and I use
7 the term Time Warner Cable generally here. I mean,
8 the applicant is doing business as Time Warner Cable
9 but to traverse the Time Warner Cable cable
10 facilities, leaving the home over the cable
11 facilities in packet form, meaning the voice messages
12 spoken into phones be digitized and packetized could
13 leave the home in packet form, be routed to Time
14 Warner Cable's facilities, Time Warner Cable soft
15 switched device would recognize that call as being an
16 off-net call or one made to a non-Time Warner Cable
17 customer.

18 Q Let me interrupt you. Where would the soft
19 switch be located?

20 A The soft switch is located in, and I believe
21 it is in the application, Kansas City.

22

23

INTERROGATION

0893

24

By Commissioner Landis:

25

Q If I might interrupt. Is that what you

1 refer to as a gateway device?

2 A No.

3 Q Is this off-switch.

4 A The gateway device would be located in
5 Nebraska. The soft switch device would be
6 responsible for the routing of the call, would
7 recognize the call as being not destined for a Time
8 Warner Cable telephone customer. Would therefore
9 route the call to a gateway device located in
10 Nebraska.

11

12 FURTHER CROSS-EXAMINATION

13 By Mr. Schudel:

14 Q Where in Nebraska?

15 A In Lincoln.

16 Q All right.

17 A It would be transformed from Internet
18 Protocol format into traditional circuits which
19 format and would be passed to Sprint.

20 Q Where would the point of interconnection
21 with Sprint be?

22 A It would be at the point of the gateway.

23 Q In Lincoln, Nebraska.

24 A Yes.

25 Q Please continue.

1 A At that point, the call would be terminated
2 to Southeastern Nebraska Telephone in accordance with
3 arrangements that Sprint has to terminate calls that
4 its customers in Falls City or any other part of
5 Nebraska makes to those customers.

6 Q Where would be the point of interconnection
7 between Sprint and Southeast Nebraska?

8 A That I am not aware of. That is pursuant to
9 Sprint's arrangements with Southeastern Nebraska.

10 Q And, in that regard, is there any what I
11 will call preferred point of interconnection that you
12 and Sprint have identified to guide the relationship
13 with incumbent LECs?

14 A Point of interconnection between whom?

15 Q Between the incumbent LEC and Sprint.

16 A No. Again, the calls would be routed by
17 Sprint over its network to terminating carriers,
18 terminating LECs whether within Nebraska, Iowa, any
19 other places in the country in accordance with its
20 own interconnection arrangements so that the calls
21 would travel just as if the call were made by a
22 Sprint retail customer. 0895

23 Q But, in my instance, we were talking about
24 a local call within Southeast's exchange. So, is it
25 your testimony that where the interconnection would

1 occur between Sprint and Southeast Nebraska would be
2 determined by whatever interconnection agreement
3 existed between those two entities?

4 A Yes, although for termination of that call,
5 there may not be a direct interconnection agreement
6 between the parties. It is something that is not --
7 it is not something that we have involvement in --
8 that Time Warner Cable has involvement in. What we
9 have contractually obtained from Sprint is the
10 obligation to terminate that call in accordance with
11 inter-carrier compensation regimes -- existing inter-
12 carrier compensation regimes. So, if it is a local
13 call, Sprint is obligated to terminate that call
14 through its own arrangements which we are not
15 involved with and to pay appropriate compensation on
16 that call.

17 Q Is there any existing compensation
18 arrangement, to your knowledge, between Southeast
19 Nebraska and Sprint?

20 A I am not aware of whether there is or is
21 not.

22 Q You simply don't know.

0896

23 A I don't know.

24 Q Is it correct, nonetheless, that there must
25 be an interconnection between Sprint and the

1 incumbent local exchange carrier for completion of a
2 call such as I stated in my hypothetical?

3 A At this point, for termination of a call, my
4 understanding would be that Sprint, to the extent
5 that it has regional customers in Nebraska, is likely
6 terminating calls to Southeastern Nebraska Telephone
7 today. That something akin to an interconnection
8 agreement would be required but I am not sure that it
9 would be an actual 251-252 interconnection agreement.

10 Q Do you personally have any familiarity with
11 Exhibit 12, the amended application of Sprint which
12 seeks CLEC authority to serve in the Southeast
13 Nebraska area?

14 A I am aware of its existence but I am not
15 familiar specifically with its contents.

16 Q If that application has been filed and is
17 seeking to expand CLEC authority of Sprint to include
18 areas such as Southeast Nebraska, how could it be
19 terminating calls today as you testified a moment
20 ago?

0897

21 A Well, again, I think if Sprint has CLEC
22 authority in other places in Nebraska, and I think
23 where Sprint has customers in Nebraska where it is
24 certificated, it can terminate calls.

25 Q You just answered a different question than

1 I asked you. Is there any basis that you know of to
2 support your testimony you gave a moment ago that
3 Sprint is already terminating calls to the Southeast
4 Nebraska service area?

5 A I said that, again -- based on -- to the
6 extent that Sprint has retail customers in the state
7 of Nebraska, my understanding would be, and I don't
8 have personal knowledge of this, that it can
9 terminate calls to all other customers located in
10 Nebraska.

11 Q In my hypothetical, would the Time Warner
12 customer be Sprint's retail customer or Time Warner's
13 retail customer?

14 A With the Time Warner Cable, the originating
15 caller in your scenario --

16 Q Right.

17 A Time Warner Cable's customer exclusively.

18 Q So, those scenarios that Sprint has today
19 where it is serving its retail customers has nothing
20 to do with the arrangement that you are proposing
21 since your end users will be Time Warner's retail
22 customers and not Sprint's. Isn't that correct?

0898

23 A Other than the fact that when a call from a
24 Time Warner customer reaches Sprint, Sprint's
25 obligation is to carry and terminate that call, and

1 to do so as it would in any other circumstances.

2 Q Let us shift to this side of a hypothetical
3 call. Now, let us assume that the -- that we are
4 going to explore a call that is originated by a
5 Southeast Nebraska landline customer to a Time Warner
6 customer located in the Falls City exchange. How
7 would you anticipate that the network routing and
8 facilities would be arranged to accomplish the
9 completion of that call?

10 A I would anticipate that the call would
11 traverse Southeastern Nebraska Telephone's network,
12 at some point be routed to Sprint, whether directly
13 or indirectly at some point. Then, once it hits
14 Sprint, it will be routed to Time Warner Cable.

15 Q Would you expect that the point of
16 interconnection in the completion of that call
17 between Southeast and Sprint would be within or
18 outside of the Southeast's service area?

19 A That I am not aware of. I am not aware of
20 the points of interconnection between you and Sprint
21 or Southeastern Nebraska.

22 Q There are none. We have established that.
23 What I am asking you about is what you would
24 anticipate?

25 A I don't know.

1 Q Does Time Warner have any understandings
2 or directives to Sprint with regard to the nature of
3 the interconnections that are to be obtained from
4 local exchange carriers?

5 A No, other than the contractual obligation
6 to pursue those interconnections in accordance with
7 existing law and to ensure that inter-carrier
8 compensation is paid in accordance with existing law.

9 Q Referring to Page 2, Lines 12 to 15 of your
10 testimony, you state that Time Warner intends to
11 provide local and long distance service in Nebraska.
12 Correct?

13 A I am sorry. Which line?

14 Q Lines 12 through 15.

15 A Yes.

16 Q In connection with Time Warner's services
17 to customers, will Time Warner afford those customers
18 equal access to choose their interexchange carriers?

19 A Yes.

20 Q Now, going forward to Page 5, Line 25, of
21 your testimony, you used the term, quote, standard
22 local calling, end of quote. Could you tell me what
23 that is?

24 A I don't have line numbers on this.

25 Q It is about two lines from the bottom on my

1 copy.

2 A Local calling, local telephone service, the
3 ability to make local telephone calls.

4 Q That equates to local exchange service?

5 A I think that remains to be seen. I don't
6 really have an opinion on that, but, again, I think
7 that is something that has not been determined.

8 Q I don't understand your answer.

9 A It certainly allows calling within the local
10 exchange. Whether it means that it falls within the
11 actual statutory definition of local exchange
12 service, I don't know the position of.

13 Q Is it correct that functionally, your terms
14 standard local calling and local exchange service are
15 one and the same functionally?

16 A Functionally, again, I think that is --
17 again, I mean, it gives the ability to make local
18 telephone calls. Whether that is --

19 Q So, a customer using Time Warner's, quote,
20 standard local calling, end quote, and using an
21 incumbent LEC's local exchange service would perceive
22 absolutely no difference. Is that your testimony?

23 A That is true. 0901

24 Q Turning back a page, to Page 4, of your
25 testimony, Lines 3 through 14. I would like to focus

1 on that. You offer on Page 4, Lines 3 through 14,
2 the opinion that certification of Time Warner as
3 requested in the application would serve the public
4 interest. Are you familiar with the considerations
5 included in this Commission's public interest
6 analysis specified in Rule 2.49(b)(1)?

7 A I have read them, yes.

8 Q In that section, among other things, it
9 states that the public interest shall include, quote,
10 preserving and advancing Universal Service, end
11 quote. Does Time Warner claim that there are any
12 unserved consumers in its proposed service area that
13 will be receiving telecommunications service only if
14 this application is granted?

15 A We don't make that claim. I am not -- no,
16 we have not made that claim.

17 Q How do you contend that the application will
18 preserve Universal Service?

19 A We will be providing -- we will be
20 contributing to the Nebraska Universal Service Fund
21 and participating in the Universal Service program
22 and support of that program through our contributions
23 to the fund.

0902

24 Q Won't Time Warner, in fact, only pursue
25 residential customers in low cost in town areas as

1 opposed to rural areas? Isn't that the universe that
2 you intend to serve in the areas for which you are
3 seeking certification?

4 A We intend ultimately to provide service to
5 all the homes that we pass, that we have facilities
6 passing. It has the plant capability of being served
7 that would --

8 Q And, isn't it the case that those homes pass
9 are within communities as opposed to being within
10 rural areas?

11 A Largely, that is true. Not entirely, but
12 largely, that is true.

13 Q Of the 162,000 homes you pass in Nebraska,
14 how many are outside the corporate limits of
15 incorporated municipalities named in your
16 application?

17 A I don't know the answer to that question.

18 Q Less than 1,000?

0903

19 A I don't know.

20 Q Do you have any idea of the percentage?

21 A I don't have any idea.

22 MR. TYLER: Commissioner Landis, we object on
23 relevance there. We have already explained --

24 COMR. LANDIS: She says she doesn't know.

25 Move on to another line of questioning.

1 By Mr. Schudel:

2 Q Will you be serving any customers through
3 this certification for which you do not have
4 facilities passing homes at the present time?

5 A At the present time, no.

6 Q Just as a matter of inquiry, in the area
7 served by Southeast Nebraska Telephone, are you aware
8 of any homes passed by your facilities that are
9 located outside of the corporate limits of Falls
10 City, Nebraska?

11 A I am not aware of that. I did not prepare
12 to have that information available today.

13 Q As a matter of your company's business
14 planning for the state of Nebraska, is it a part of
15 your business plan to serve farms or -- that is, farm
16 residences or persons, consumers, located outside of
17 towns?

18 A To the extent that they are passed by,
19 typical facilities, yes.

20 Q That is not my question. If you don't have
21 facilities in place, do you have a business plan to
22 serve any consumers located outside of towns and
23 municipalities?

0904

24 A If we do not have facilities passing it.

25 Q Correct.

1 A At this point, no definitive plans to do so.

2 Q Rule 249(E) (1) (B) states that the public
3 interest shall include, quote, protecting the public
4 safety and welfare, close quote. You are generally
5 aware of that part of the rule?

6 A Yes.

7 Q Is it true that any consumer that would
8 subscribe for Time Warner service would lose the
9 ability to utilize that service if a power outage
10 occurred?

11 A It is not true that any customer would, but
12 we make customers aware that should there be a loss
13 of commercial power, the proposed services would not
14 be available.

15 Q And, in fact, isn't that included in your
16 proposed tariff, Exhibit M, to your application at
17 Section 3.1.1(A) (2) in which you state that if there
18 is a loss of power, the customer will lose his
19 ability to use your service?

20 A That is correct.

21 Q In that instance, if a 911 emergency
22 occurred, there would not be the ability of a Time
23 Warner consumer to reach 911, would there?

24 A That is correct.

0905

25 Q So, in a general natural disaster such as

1 being experienced in the south at the present time,
2 your customers who would be subscribing for voice
3 service would be without telephone service in that
4 context. Correct?

5 A Should there be a loss of commercial power,
6 yes.

7 Q You stated, I believe, in response to
8 counsel's question that Time Warner intended to
9 comply with Commission Rule 002.05 relating to
10 emergency power. Did I correctly recollect that?

11 A Yes.

12 Q Section 002.05(A) of the Commission's
13 Telecommunications Rule states as follows: Each
14 exchange carrier shall make reasonable provisions to
15 meet emergencies resulting from failures of lighting
16 or power service, sudden and prolonged increases in
17 local calls or similar emergencies and each exchange
18 carrier shall inform its employees as to the
19 procedure to be followed in the event of an emergency
20 in order to prevent or mitigate interruption or
21 impairment of access line service, end of quote. In
22 light of your answers to my line of questioning
23 concerning Time Warner's ability to provide service
24 in the event of power outage, how can you testify
25 that your company will comply with the rule that I

1 just read?

2 A In the event of a power loss, as a general
3 matter, our facilities have a backup power. The
4 plant -- let me finish. The equipment used to
5 provide the service as a general rule have backup
6 power associated with it. We are deploying at this
7 point battery backed up modems and making
8 improvements to our general cable facilities to
9 augment the power supplies.

10 Q But that capability does not exist, does it?
11 So, at the present time, you can't comply with that
12 rule. Would that be correct?

13 A I would just agree with the characterization
14 that we would not comply with the rules. The rule
15 requires -- I don't want to get into a legal
16 discussion with compliance with the rule, but the
17 rule discusses making reasonable efforts to ensure
18 that there is not a -- and, I don't have that in
19 front of me. I don't take the position that we would
20 not be in compliance with that rule.

21 Q At the present time, if you were in service,
22 and a tornado went through a portion of Lincoln and
23 power was lost, would Time Warner subscribers in that
24 circumstance be able to call 911?

0907

25 A That would depend on again whether the

1 customer had a battery backed up modem in their home
2 and whether their plant was capable of remaining
3 active in the case of a power outage.

4 Q At the present time, do you have any battery
5 backup modems deployed in the city of Lincoln?

6 A We have not deployed in the city of Lincoln
7 other than to a limited number of employees.

8 Q That is in conjunction with your test, I
9 take it?

10 A Yes.

11 Q So, the answer to my question would be no.
12 Correct?

13 A If commercial power were out, as we tell
14 customers and disclose at all points to customers,
15 the likelihood would be that the customer would lose
16 telephone service for some period of time.

17 Q The third part of the public interest test
18 in Rule 2.49(B)(1)(C) states that the public interest
19 shall include, quote, ensuring continuous quality of
20 telecommunications service in the proposed service
21 area, end of quote. Have you personally reviewed the
22 Commission's quality of service rules?

0908

23 A I have.

24 Q Can you confirm that Time Warner will comply
25 with all such quality of services rules?

1 A I can.

2 Q Rule 2.49(B)(1)(B) states that the public
3 interest shall include, quote, safeguarding the
4 rights of consumers, end of quote. Since, as we have
5 already discussed, Time Warner is only conditionally
6 submitting to the jurisdiction of this Commission.
7 If the consumer filed a formal or informal complaint
8 against Time Warner with this Commission, would Time
9 Warner assert the Commission is without jurisdiction
10 over that complaint?

11 A No.

12 Q That would be unless and until a perceived
13 change in law occurred at that point, your answer
14 might change, I assume.

15 A I don't know that my answer would change.
16 If the law changes, the law changes. I can't
17 hypothetically speak to what might happen in the
18 future.

0909

19 Q If you could please refer to your data
20 responses, and I will also be referring to your
21 testimony again, but if you could have the data
22 responses before you. If you would please refer to
23 your response to Data Request Number 5. Therein,
24 Time Warner identifies its business partner as,
25 quote, Sprint Communications Corporation, end of

1 quote. However, in the wholesale voice services
2 agreement, which has been marked I believe as Exhibit
3 7, that agreement is with Sprint Communications
4 Company LP. Which of those two entities is the
5 correct entity that is Time Warner's so-called CLEC
6 partner?

7 A The party identified in the agreement. I
8 don't have the agreement in front of me, Sprint
9 Communications Corporation --

10 COMR. LANDIS: I think that answers the
11 question as the party identified in the agreement.
12 Whatever is in the agreement.

13

14 By Mr. Schudel:

15 Q So, that it would be implicit in your
16 answer that that was an oversight in the responses to
17 data request.

18 A Yes.

0910

19 Q Now, if you will refer in your testimony to
20 Page 7, Lines 8 through 17. In that paragraph, you
21 describe a relationship with CLECs. Does that
22 reference mean Sprint or are there any other CLECs to
23 which you are making reference?

24 A In the case of Nebraska, it references
25 Sprint exclusively. We have other relationships with

1 other CLECs in other parts of the country.

2 Q In Exhibit E to your application filed in
3 this matter, the second page of Exhibit E, Time
4 Warner describes a, quote, partnership and while not
5 therein named, it is obviously a partnership with
6 Sprint that you are referring to. Wouldn't that be
7 correct?

8 A It is in terms of the party. I think the
9 term partnership was a misuse of the word in the
10 sense that it was not intended to connote a legal
11 term of art. It is not a partnership. It is a
12 relationship.

13 Q So, isn't it correct that in fact, the
14 relationship between Time Warner and Sprint is that
15 of an independent contractor as opposed to, for
16 example, a joint venture or a legal partnership?

17 A Yes. I would view us as a customer of
18 Sprint, a wholesale customer in many respects.

19 Q I didn't hear the last part.

0911

20 A As a wholesale customer of Sprint's.

21 Q Thank you. On Page 3 of your testimony,
22 Lines 15 through 25, you assert that Time Warner,
23 quote, has extensive managerial and technical
24 experience in the telecommunications industry. If
25 you need to refer to it again, the three ring binder

1 is the Time Warner-Sprint agreement. I am going to
2 try to avoid any direct references to its contents.
3 Does that agreement, to your knowledge, provide for a
4 significant number of telecommunication services that
5 Sprint will provide to Time Warner?

6 A A significant number. I am not sure what
7 you mean by that. It provides for a number of
8 different services, some of which are
9 telecommunications or telecommunications related some
10 of which are -- there is a variety of services
11 encompassed in that agreement.

12 Q And, again, I am not going to read from
13 this, but if you wish to refer to it, it is right
14 before you in the three ring binder. On the first
15 page of the agreement and the second page, there are
16 two pages single spaced description of the services,
17 are there not?

18 A That is right.

19 Q In that reference, there is, in turn, a
20 reference to Attachment 2.1. Again, without quoting
21 from it due to its confidential nature, would you
22 agree with me that Attachment 2.1 consists of three
23 pages essentially single spaced that lists the
24 various services to be provided by Sprint to Time
25 Warner under this agreement?

1 A Yes.

2 Q Is local exchange service one of the
3 services that has been agreed to be provided by
4 Sprint to Time Warner under Section 2.1?

5 A There is a component of local services and
6 I would view that as being -- you know, I am not sure
7 how -- I don't see a reference to local exchange
8 services. I would view it as -- there is a local
9 component to the services that Sprint offers to us
10 and provides to us. We take those services, combine
11 them with other services that we provide ourselves,
12 and tend service to an end user.

13 Q Looking at Page 3 of Section 2.1, and again
14 without quoting from it, can you simply affirm to me
15 that it is the content of the first paragraph of that
16 page that states that Sprint will provide, quote,
17 local exchange service to Time Warner?

18 A Yes, it says that here.

19 Q Is it correct that without the services on
20 those pages we have just been discussing to be
21 provided by Sprint that Time Warner would not be
22 technically capable of providing the services
23 proposed in the application?

0913

24 A As with any other similar type of applicant,
25 we would have to obtain similar wholesale services

1 from some other entity were we not to obtain them
2 from Sprint whether that be a competitive local
3 exchange carrier or an incumbent local exchange
4 carrier.

5 Q If you would refer to Data Response Number
6 6, please explain to me the basis on which Time
7 Warner has the right to obtain numbering resources
8 through a third party independent contractor, namely
9 Sprint.

10 A Sprint as the certificated entity has the
11 right to obtain telephone number resources and they
12 assign certain portions of those resources to Time
13 Warner as its customer.

14 Q Sprint is the provider according to your
15 testimony earlier of wholesale services. Correct?

16 A Yes.

17 Q And, it is your testimony that in that
18 capacity, they would assign a portion of numbering
19 resources they obtain from -- to Time Warner.
20 Correct?

21 A Yes.

22 Q Those resources to be used, then, in
23 conjunction with Time Warner's provision of service
24 to its end users. Is that correct?

25 A That is correct.

1 Q Just to confirm, in the arrangement that is
2 being proposed between Time Warner and Sprint, Sprint
3 will not be providing any retail services to Time
4 Warner customers. Is that true?

5 A Sprint has no relationship with any end user
6 customer of Time Warner Cable.

7 Q Does Time Warner intend to request any
8 interconnection arrangements with any incumbent LECs
9 in Nebraska?

10 A I can't answer for the future at this point.
11 We have not requested any interconnection and have no
12 immediate plans to do so. However, I can't speak for
13 the indefinite future.

14 Q Again, going back to the Sprint-Time Warner
15 agreement, and if you need a section reference,
16 Section 9.2, and my intent again is to not refer to
17 the content of that section directly, is it true that
18 in the event that it is concluded by Time Warner that
19 Sprint is unable to reach an interconnection
20 arrangement with one or more incumbent LECs, that
21 Time Warner reserves to itself the right to directly
22 negotiate and seek interconnection with an incumbent
23 LEC?

24 A Yes, we have the right to do so. We reserve
25 that right.

1 Q I take it that to date that that right has
2 not had to be exercised outside of Nebraska?

3 A It would be a public filing. If we did, we
4 requested no direct interconnection with an incumbent
5 LEC in any state to date. We have not requested any
6 interconnection pursuant to Section 251 to date in
7 any state.

8 Q And, the we in your answer is also Time
9 Warner.

10 A Time Warner, yes.

11 Q Going back again to your prepared testimony,
12 Page 6, Starting at Line 25, through Page 7 at Line
13 2. We talked about this in passing but you are
14 stating there that Time Warner passes 162,000 homes
15 in Nebraska at the current time. True?

16 A Approximately, yes. That is an approximate
17 number.

18 Q I apologize for being repetitive, but in my
19 outline here, it comes up at this point. Is it your
20 testimony that you do not personally know whether any
21 of those homes are located outside of corporate
22 limits of municipalities identified at Paragraph 1 of
23 your application?

24 A I don't specific knowledge of that at this
25 time, no.

1 Q I am going to jump back again to your data
2 responses. Referring to Data Response Number 4, in
3 that response, Time Warner states that it, quote,
4 intends to do certain things with regard to NUSF
5 contributions. Does the use of the word, intend,
6 connote that there could come a time in the future
7 that you would reverse that intent to contribute to
8 NUSF?

9 A No. It simply was used because we are not
10 remitting now, and we intend to remit in the future.
11 Again, if there is a change in the law, there is a
12 change in the law. We would never unilaterally
13 decide to not contribute. If this Commission in its
14 investigation were to determine that the types of
15 services that we provide should not be subject to
16 contributions, then, we would abide by that. But
17 that word was simply a timing issue. We are not
18 contributing now because we are not offering service.

19 Q I would like to now move to the trial test
20 that I believe we would understand generally is
21 proceeding in Lincoln, specifically, I believe we
22 have an exhibit marked, if I could come up with the
23 number, Exhibit Number 9. This was a copy of Mr.
24 Hand's letter to you concerning that test. Is that
25 correct?

1 A Yes.

2 Q In fact, has that test commenced as of this
3 date?

4 A Yes.

5 Q How many participants are currently in that
6 test?

7 A I don't have an updated number. I can't
8 tell you that.

9 Q Do you how many numbers have been ported
10 from the incumbent LEC to your customers in the test?

11 A I do not.

12 Q Is it Time Warner's standard operating
13 procedure to perform similar tests in each new market
14 that it seeks to enter?

15 A Yes.

16 Q Have those tests been conducted in other
17 markets previously?

18 A Yes.

19 Q Is there anything unique about the Lincoln
20 test that might lead to a unique result of this test?

21 A No.

22 Q When do you anticipate that the test be
23 completed?

0918

24 A When we obtain certification and are
25 satisfied that we have sufficiently tested the

1 technical and operational capabilities of the
2 service.

3 Q Based upon your experience and prior tests,
4 what would be the typical test length?

5 A Approximately two to three months.

6 Q And, is the successful completion of such
7 testing together with the necessary regulatory
8 approvals be conditioned precedent to the
9 commencement of the commercial service that you
10 propose?

11 A Yes.

12 MR. SCHUDEL: I will pass the baton. Thank
13 you.

14 COMR. LANDIS: Mr. Fahleson?

15 MR. FAHLESON: Yes, I have two brief
16 questions.

17

18 CROSS-EXAMINATION

0919

19 By Mr. Fahleson:

20 Q Ms. Patterson, my name is Mark Fahleson. My
21 law firm represents a number of the independents who
22 have intervened in this action. I have just a few
23 questions for you. One, if we can go back to the
24 example that Mr. Schudel used with respect to the two
25 customers in Falls City. Let us assume that Customer

1 A is, in fact, a Time Warner customer and their next
2 door neighbor is not a Time Warner customer but is a
3 customer of the independent LEC. If I understand
4 your testimony, that call if, in fact, was initiated
5 by the Time Warner customer, that call would
6 initially go to the Time Warner soft switch which is
7 in Kansas City. Is that correct?

8 A Actually, the soft switch would recognize
9 the call. The soft switch would never receive the
10 actual voice signal. It would get signaling
11 information that would make the determination that
12 the call was being routed or destined for a non-Time
13 Warner Cable customer and would therefore cause the
14 actual call to be routed to Sprint.

15 Q And, that would be in Kansas City.

16 A Yes, but again, the voice signal itself
17 would never actually hit the soft switch, on the
18 signaling information.

19 Q And, then, that call would then be routed to
20 a gateway device in Lincoln. Is that correct?

21 A Yes.

22 Q For purposes of access, would Time Warner
23 treat that call as an intrastate or interstate state?

24 A It is a next door neighbor?

25 Q Yes.

1 A As an intrastate, as a local call.

2 Q So, your answer would be the same if it was
3 within the same exchange?

4 A Yes. The jurisdiction of the call will be
5 based in all instances on the originating number and
6 the terminating number of the call.

7 Q Your application states that voice service
8 will be offered on a bundled flat rate basis. Is
9 that correct?

10 A Yes.

11 Q So, if I understand the application and your
12 testimony, the customer will not be able to simply
13 buy voice service alone from Time Warner. Is that
14 correct?

15 A Initially, the application indicates that
16 initially as a marketing market, we would offer the
17 service to our existing high speed data and/or cable
18 video customers. However, there is no one -- we
19 would intend to expand that to include non-customers
20 as well, meaning anyone that is passed by capable
21 plant.

22 Q But, initially, they would have to purchase
23 other Time Warner products or services. Correct?

24 A Yes.

0921

25 Q What is the current price of high speed

1 Internet as a Time Warner service here in, for
2 example, Lincoln?

3 A I believe that it is approximately \$44.95.
4 I can't be sure that that is the exact local price.

5 Q Do you believe that to be the ball park?

6 A Ball park.

7 Q Okay. What is the current price of
8 standard cable service here in Lincoln from Time
9 Warner?

10 A I don't know.

11 Q What is Time Warner's intention to offer
12 this package of services for both the VOIP service,
13 high speed Internet, and the cable service?

14 A The package -- the existing cable services
15 would be priced as it is today. The existing high
16 speed services would be priced as they are today.
17 The digital phone as it would be branded would be --
18 the current intention is to offer that service based
19 on the purchase of three services at \$39.95 per
20 month.

21 Q But, again, it would be contingent upon them
22 purchasing the other two services from Time Warner.

23 A Yes.

0922

24 Q Under the present business plan, that at
25 least has been referenced in the application, they

1 would not be able to purchase that VOIP service
2 without acquiring one of the other services.

3 A Actually, the -- if you are talking about
4 -- the present business plan would be to expand that
5 universe to include non-customers. It is just -- we
6 initially for the first few months would offer it
7 only to -- and, I can't give you a time frame, but it
8 is in the plan to go to non-customers.

9 Q During both direct and cross-examination,
10 there was questions with respect to the relationship
11 between Sprint and Time Warner. You would agree with
12 me that for purposes of the arrangement that Time
13 Warner proposes, Sprint would be delivering Enhanced
14 911 services for Time Warner. Correct?

15 A Sprint would be working with Time Warner to
16 deliver Enhanced 911 services to Time Warner end
17 users.

18 Q But that would be a contracted service which
19 Time Warner would purchase from Sprint. Correct?

20 A It is part of the group of services that we
21 purchased from Sprint. I don't think it is an end to
22 end service that they are providing to our end users
23 because portions of the 911 service are handled by
24 Time Warner Cable exclusively. 0923

25 Q And, those groups of services that Time

1 Warner intends to purchase from Sprint includes
2 operator services. Correct?

3 A That is correct.

4 Q Directory assistance?

5 A Correct.

6 Q Local number portability?

7 A Assistance with administering it. Again,
8 not something that they accomplish exclusively or
9 provide exclusively. They assist us with
10 implementing local number portability, either coming
11 into our customers or porting our customers out.

12 Q Numbering resources?

13 A They administer that process for us and
14 provide us with numbering sources.

15 Q Now, you have never been employed by Sprint.
16 Correct?

17 A Correct.

18 Q And, you can't testify and have no personal
19 knowledge as to Sprint's ability or capability to
20 provide these services. Correct?

21 A Other than what is contained in the
22 agreement and the service level agreements contained
23 with that agreement, no. 0924

24 Q So, your entire belief or understanding is
25 to what Sprint can provide to Time Warner for these

1 services is entirely premised upon the written
2 agreement which is at issue and has been discussed
3 but is a confidential matter in this case. Correct?

4 A Correct.

5 Q Now, Ms. Patterson, you are a lawyer. Is
6 that right?

7 A That is correct.

8 Q Would you agree with me that in virtually
9 every jurisdiction in the United States, when a party
10 wishes to challenge a jurisdiction to a matter, there
11 is often a special proceeding or special appearance
12 type of proceeding in which that issue is the focus
13 of that proceeding?

14 A That is correct.

15 Q In this particular application, Time Warner
16 didn't choose to follow that route. Is that correct?

17 A We have not challenged jurisdiction. We
18 have taken no position on it. We have reserved our
19 rights with respect to jurisdiction. We have not
20 challenged.

0925

21 Q Correct. If that reservation of rights were
22 removed from your application, and your application
23 were to be considered by the Nebraska Public Service
24 Commission without condition, is it Time Warner's
25 desire for the Public Service Commission to still

1 consider this application?

2 A Yes. Actually, I disagree with the
3 characterization that it is a conditional
4 application. I think that if that reservation of
5 rights were removed from the application, then, we
6 would still have the same exact rights if the law
7 were to change.

8 MR. FAHLESON: I have no further questions.

9 COMR. LANDIS: Mr. Shultz?

10

11 CROSS-EXAMINATION

12 By Mr. Shultz:

13 Q Ms. Patterson, with regard to the
14 reservation of rights provision in the application,
15 if, as you alluded to, the law changed, and let us
16 say this Commission had no jurisdiction, would Time
17 Warner continue to contribute to the USF fund?

18 A I --

19 MR. TYLER: We object to that question. Can
20 you clarify? You say the law changes. What do you
21 mean by that?

22 0926

23 By Mr. Shultz:

24 Q I said if this Commission had no
25 jurisdiction.

1 A Well, I think again, based upon how the law
2 changed, and what the specifics of the changes were,
3 we would comply with the law. If it said that
4 providers of services, and describe those services,
5 and they were the same types of services that we are
6 providing and the law said that service providers
7 don't contribute to USF, then, we wouldn't. If we
8 were required to, we would. We intend fully to
9 comply with the law as it stands. It is hard for me
10 to speculate as to how the law might change.

11 Q So, if you were not required to contribute
12 to the Nebraska Universal Service Fund, you would not
13 do so?

14 A If there were a specific declaration or
15 change in law that was very clear, then, I think I
16 would agree with that statement. We would abide by
17 the law as it stands.

18 MR. SHULTZ: I have no further questions.

19 COMR. LANDIS: Do we have any other formal
20 interveners, other than -- Tim, do you want to come
21 up? Do you have any questions?

22

23 CROSS-EXAMINATION

0927

24 By Mr. Goodwin:

25 Q I wanted to ask you a couple of questions

1 to kind of clear up the nature of your service. If
2 you would -- I believe it is Exhibit 5, which is your
3 discovery responses. Turn to Page -- Response Number
4 2.

5 A Yes.

6 Q Then, the first paragraph of that response,
7 and on the fifth line, it says, Time Warner will
8 convert analog voice signals to digital data that
9 will be sent over the Time Warner data network as
10 digital data signals. Do you see that sentence?

11 A Yes.

12 Q Now, in your testimony here earlier today,
13 I think you said that once the signal leaves the
14 customer premises, that signal is a digital packet
15 switch signal. Is that correct?

16 A That is correct. From the premise out on
17 to our network.

18 Q Where does Time Warner convert analog voice
19 signals to digital data?

20 A In the customer premise, through a device
21 called a multi-media terminal adapter that is
22 attached to the customer's telephone that performs
23 that conversion.

0928

24 Q Now, can the customer use any type of
25 telephone with this adapter?

1 A Yes.

2 Q Does that adapter perform the function of
3 -- for the lack of a better term, a modem?

4 A It is a voice enabled cable model that
5 enables -- the use of the modem for voice services
6 such as those proposed.

7 Q Does it have to be connected to a computer?

8 A It does not because we can use that modem if
9 you think of it as having two components to data.
10 The cable modem side and the voice side, we can use
11 that modem simply for the voice side and disable the
12 data side so that the customer does not have to
13 subscribe to the broadband services that we offer.
14 There is no requirement that it be connected to a
15 computer in order to get access to the voice services
16 as well.

17 Q I appreciate that. Does Time Warner intend
18 to provide any telecommunications service?

19 A You know, again, I think I have addressed
20 this in my earlier testimony. I don't have a
21 position as to whether the proposed services are
22 telecommunications services or not. I don't think it
23 is within the scope of this proceeding., 0929

24 Q You are seeking to be certified as a
25 telecommunications carrier. Right?

1 A We have actually asked for a certificate of
2 authority to provide local and interexchange
3 services. Again, I think we have submitted to the
4 jurisdiction of the Commission. We will abide by
5 that jurisdiction, but no one has declared us to be a
6 telecommunications carrier or not. I don't really
7 have a position on it, and I don't think it is within
8 the scope of this proceeding. But that is the
9 caption of the proceeding, yes. That is correct.

10 Q So, you can't tell either me or the
11 Commission today as we sit here whether you will
12 provide any telecommunications service.

13 A All I am saying is that I am not taking a
14 position as to whether the services that we provide
15 are properly costified under the Communications Act
16 as telecommunication services or something else. I
17 think they could frankly fall into a number of
18 different categories. It is outside the scope of
19 this proceeding. Given the fact that we are here
20 asking for authority to operate in that capacity, not
21 really relevant to the proceeding either being
22 addressed in different proceedings throughout other
23 regulatory bodies currently. 0930

24 Q Are you familiar with the proceeding in
25 NUSF-40 here in the Nebraska Public Service

1 Commission?

2 A Generally, yes.

3 Q In that proceeding, they are asking --
4 presently, they are asking carriers to prepare and
5 file comments about the applicability of USF charges
6 to VOIP services. If the decision is that USF
7 applies only to telecommunications services, what is
8 your position as to whether Time Warner would pay
9 USF?

10 A Because we have filed this application and
11 have agreed to be bound by all of the rules
12 applicable to telecommunications carriers. We would
13 abide by that rule by paying into USF. If at some
14 point in the future, there were a declaration by this
15 Commission or any other court, legislature of
16 jurisdiction declaring the services that we offer
17 specifically to not be telecommunications services,
18 then, we would re-visit that issue. We have agreed
19 to be bound by everything applicable to
20 telecommunications carriers. Unless that changes, we
21 will continue to do so.

22 Q Well, let me see if I have got your position
23 right. Your position is basically that through this
24 proceeding, you have not asked the Commission and you
25 don't believe the Commission has at least the

1 authority within this proceeding to decide whether
2 VOIP, at least as you do it, is a telecommunications
3 service or not.

4 A I think that this proceeding asked the
5 Commission to determine whether we have the
6 financial, managerial, and technical capability to
7 provide the proposed services. If it were to be
8 brought in and to include an inquiry as to what
9 statutory category the proposed services fall into,
10 then, we would be going deeper into other issues and
11 it is not something that we have asked the Commission
12 to do. We don't think it is necessary to do in this
13 proceeding.

14 Q If the Commission denied your application
15 because of either a holding that you either failed
16 technical, financial, managerial or the public
17 interest prongs, one of those prongs as opposed to a
18 jurisdictional issue, if the Commission denied your
19 application because of some other reason than
20 jurisdiction, how would that affect your plans to
21 provide VOIP service in Nebraska?

22 A Well --

23 MR. TYLER: We object to that question.
24 There was a similar question that was in the
25 discovery request that we objected to. We don't

0932

1 think it is relevant to this proceeding today. All
2 we are asked to do today is to determine whether
3 there is financial, managerial, and technical
4 competence, not what would happen in the event you
5 determined that they do not have that competence.

6 COMR. LANDIS: Objection sustained.

7 MR. GOODWIN: No further questions.

8 COMR. LANDIS: Very well. Any other formal
9 interveners? Ms. Knutson?

10

11 INTERROGATION

12 By Ms. Knutson:

13 Q If the application were granted, do you have
14 a time line for deployment here in Lincoln?

15 A Yes. It would be virtually immediate.

16 Q You wouldn't wait for the trial to conclude?

17 A We would conclude, and this is ongoing,
18 making sure that 911 services -- and, that is going
19 on. So, when I say immediate, I mean if you think of
20 a few weeks, we are upon that.

21 Q Effective date of a tariff and the order --

22 A We are getting into that --

23 Q Okay. What about service in other
24 surrounding areas that you have applied for?

25 A Growing out gradually to those other areas

0933

1 as well, but without significant delay. I mean, some
2 of them depend on interconnection with Sprint and
3 things like that.

4 Q For example, in the territory served by
5 Southeast, would you have to wait until the Sprint
6 CLEC application was ruled upon before you could
7 consider even going into that territory?

8 A That is correct, and as well as approved in
9 our connection agreement between Sprint and
10 Southeastern.

11 Q You testified that the service that Time
12 Warner plans to offer would be bundled service. Are
13 there going to be any standalone service offerings
14 such as local piece of it or interexchange piece of
15 it?

16 A We intend to offer the bundle exclusively
17 as a voice. When I was talking about bundling in
18 this case, there is sort of the two bundling. There
19 is bundling of local-long distance, and then there is
20 bundling of telephone service with other services.
21 Here, I am just talking about phone service. We will
22 provide customers with equal access the ability to
23 access other long distance carriers, but we don't
24 intend to offer a separate -- a separately priced
25 local component at this point.

1 Q Ms. Patterson, are you familiar with the
2 Commission's limited jurisdiction over rates in
3 Chapter 86, Section 139, and the following sections
4 which talk about limited jurisdiction. Certain
5 instances target a rate review. Are you familiar
6 with that?

7 A Generally.

8 Q Does Time Warner feel that the Commission
9 would have jurisdiction to review its rates in the
10 event of a rate increase? How would that
11 jurisdiction trigger --

12 A I don't have the statute in front of me, but
13 my answer I think would be that the Commission would
14 have the same jurisdiction over our rates as it would
15 over any other competitive providers. It would
16 trigger in the same way.

17 Q I guess what I am getting at is usually
18 there is a standalone local piece of it. If there is
19 a certain percentage of a proposed increase, that
20 triggers our jurisdiction to hold a hearing and
21 determine whether that is a fair increase. How would
22 that work on your bundled services? Would it work as
23 the same rate, like a 10% increase or a 30% increase?
24 The same circumstances or is there a piece of it that
25 you allocate towards local that you would consider if

0935

1 we raised this --

2 A We would take the position that it would be
3 an increase in the bundled rate.

4 Q In the entire bundled rate.

5 A And, that is the same triggers that would be
6 applicable to other carriers would be applicable to
7 us.

8 Q You provided in your discovery responses to
9 the Commission that you planned to contribute to USF.
10 You stated that here. What is the basis for the
11 allocation method that you intend to use?

12 A We would intend to use something that we can
13 agree upon with the Commission and what we have done
14 in other jurisdictions is to use as a model the
15 wireless safe harbor adopted by the FCC. That would
16 be what we propose but we are not wedded to that as
17 the only means of allocating the revenues.

18 Q So, if the NUSF director came to Time Warner
19 with an alternative method, would Time Warner be
20 willing to work with the director on establishing a
21 fair allocation method?

22 A Certainly.

0936

23 Q I am not sure whether you could answer this
24 question or whether it needs to be asked of Sprint,
25 but one of the questions we had as the staff, and it

1 wasn't directly addressed in our discovery responses
2 was whether or not the network would be route
3 redundant or diversified in the event that the switch
4 in Kansas City was down.

5 A Yes, it is redundant on our side to Sprint,
6 and I guess I can't answer for Sprint on Sprint's
7 side, but my understanding is that it is route
8 redundant from Sprint out to its --

9 Q Mr. Schudel asked you several questions
10 about E-911 capability and access to emergency
11 services. Is Time Warner willing to provide the
12 Commission with the disclosure statements that you
13 planned to give to customers that explain what would
14 happen in the event of a power outage?

15 A Yes.

16 Q He also asked a series of questions about
17 whether if disaster struck, whether or not Time
18 Warner would be able to provide services if there was
19 a commercial power outage. You indicated that there
20 would not be. Would it also be likely if there was a
21 disaster such as a tornado or a hurricane that the
22 public switched network may be down? Is that just as
23 probable?

0937

24 A That is correct. As well as, which I didn't
25 mention earlier, in the absence of commercial power,

1 the use of cordless electric power, home phones, in
2 use in many homes would also be non-functional.

3 Q I am going to turn to several questions on
4 customer service. I take it from your application
5 that there will be customer service available 24
6 hours a day, seven days a week.

7 A Yes.

8 Q Will customers be able to dial 611 for
9 service repairs?

10 A Yes.

11 Q What about 211 for referral services?

12 A Yes.

13 Q And, 711?

14 A Yes.

15 Q And, as well as 511.

16 A Yes, 511 is all N-11 --

17 Q Do you have a number of service
18 representatives that are dedicated to the
19 communications of voice services -- located
20 throughout and state and can you please explain how
21 many and where they will be located?

22 A I can't give you the specific locations or
23 the numbers initially that will be dedicated customer
24 service personnel to the phone service. Ultimately,
25 the goal is to integrate those into the existing

1 cable and high speed functions as well so that all
2 customer service personnel can offer assistance in
3 all services.

4 Q Will there be local offices for customers to
5 pay their bills and get answers to their questions?

6 A Yes.

7 MS. KNUTSON: Will the subscribers be
8 required to get --

9

10 FURTHER INTERROGATION

11 By Commissioner Landis:

12 Q Excuse me. Will that be in every
13 community that you plan to serve or just in the
14 Lincoln community or do you know?

15 A Again, I can get you more specific
16 information, but we have existing local offices where
17 that happens now. I can just --

18 COMR. LANDIS: Okay, thank you.

19

20 FURTHER INTERROGATION

21 By Ms. Knutson:

22 Q Will new subscribers be required to make
23 deposits prior to service?

24 A Initially, no. And, again, I can't answer
25 forever, but, at this point, no, no deposits.

1 Q And, you understand that if you do at some
2 point require deposits, that we, as a Commission, can
3 ask you to post bond.

4 A Yes.

5 Q Does Time Warner understand that if it does
6 make a bonafide request for interconnection with a
7 rural carrier that that may trigger another hearing
8 and proceeding before the Commission?

9 A Yes.

10 Q What benefits generally will the citizens
11 of Nebraska receive from the additional service that
12 Time Warner proposes to offer?

13 A In general, the offer of a competitive
14 service brings to consumers additional choice and
15 lower prices and additional functionalities and
16 features that were not always available to them and
17 brings competition to the market which again brings
18 increased choice and lower prices.

19 MS. KNUTSON: Thank you. That is all I have.

20 COMR. LANDIS: Before we go into redirect,
21 Commissioner Johnson, do you have any questions of
22 the witness? Mr. Chairman, do you have any questions
23 of Ms. Patterson?

24 COMR. VAP: Well, I do have one question,
25 Commissioner Landis.

1 INTERROGATION

2 By Commissioner Vap:

3 Q I do have one thing that has been kind of
4 bothering me throughout this. People keep referring
5 to Time Warner and others contributing to the
6 Universal Service Fund. I don't think any company
7 has contributed anything to that fund. They collect
8 money from the customers who pass it on. So, they
9 are not really making a contribution. But my
10 question is if -- were to be not considered the
11 telecommunications service, but yet it terminates
12 calls on the public switch network say 70% of the
13 time, do you think that the Time Warner and others
14 that offer this service should be charging NUSF and
15 USF surcharges to their customers because they are
16 terminating calls on the public switched network?

17 A Because we would be terminating calls into
18 the public switched telephone number, we would be
19 participating in the general Universal Service
20 program through the payment of access charges, first
21 of all. Secondly, we have committed to support a
22 Universal Service and to making payments into those
23 funds. In some cases, we don't recover those
24 payments from customers. So, in some cases, we do,
25 and in Nebraska, the plan is to recover those

1 amounts, but we have committed to supporting
2 Universal Service. We, in fact, in the positions
3 that we have taken with respect to voice over IP,
4 have made it -- taken the public position that
5 certain regulatory obligations should certainly
6 apply, one of which should be the support of
7 Universal Service. So, we are in support of
8 contributing to those funds and intend to do so.

9 COMR. VAP: Okay, thank you.

10 COMR. LANDIS: If there are no additional
11 questions from Commissioners, we will go back to
12 redirect, then.

13 MR. TYLER: No questions on redirect.

14 COMR. LANDIS: Okay. With that, then, you
15 are excused. We thank you for your testimony today.

16 (Witness is excused)

17 MS. PATTERSON: Thank you.

18 COMR. LANDIS: We have one more witness I
19 show.

20 MR. SCHUDEL: Call Mr. Watkins.

21 (Mr. Watkins was sworn in by Commissioner
22 Landis)

23 COMR. LANDIS: Very well, sir. If you will
24 be seated, state your name, and spell it, please for
25 the court reporter.

1 MR. WATKINS: Steven E. Watkins,
2 W-a-t-k-i-n-s. Steven with a v.

3 MR. SCHUDEL: Commissioner Landis, we
4 prefiled yesterday a public version and a non-public
5 version of Mr. Watkins testimony. I would propose if
6 it is acceptable to you, and I believe the next
7 number is I believe is 13. I would propose to have
8 the public version marked as 13(a) and the non-public
9 13(b) if that is acceptable. Here are at least two
10 copies. I believe those present, although -- I guess
11 I would have to say as I understand the protective
12 order, if you sign Exhibit A, I can give you that.
13 Otherwise, they would have to shoot me if I did give
14 it to you.

15 UNIDENTIFIED: Well, give me an Exhibit A --

16 COMR. LANDIS: Mr. Witt, I am asking you, do
17 you have the Watkins testimony? That --

18 MR. WITT: Commissioner Landis, I received
19 that this morning about five minutes after I walked
20 into this room. I do have an objection --

21 COMR. LANDIS: And, you may pose that once
22 the offer is made.

0943

23 (Intervener Exhibits Number 13(a) and 13(b)
24 were marked for identification)

25 MR. SCHUDEL: I would offer Exhibits 13(a)

1 and 13(b) and anticipating Mr. Witt's objections, I
2 would respectfully direct the Commission's attention
3 to Rule 15.02(C) of the Commission's Rules of
4 Procedure which states, quote, participation by an
5 informal intervenor shall be limited to the
6 presentation of a prefiled statement of a single
7 witness together with exhibits by such witness and
8 participation in oral argument submission of briefs.
9 So, there is no opportunity for an informal
10 intervenor under the rules of procedure to lodge
11 objections.

12 COMR. LANDIS: That is pretty specific
13 language, I think, in that rule. It lays out -- to a
14 degree, I am going to let you be heard. I am just
15 thinking out loud here, that it is pretty specific.
16 Go ahead with your response, Mr. Witt, though. I
17 want to actually see that -- see the language.

18 MR. WITT: It is clear to me, Mr. Chairman,
19 that the rule does address oral argument and legal
20 argument with respect to these particular 0944
21 proceedings. More importantly, the fundamental
22 result of what Mr. Schudel is proposing here is that
23 informal intervenors will have absolutely no rights
24 whatsoever. That is clear, first of all, we received
25 -- AT&T received absolutely no notice that there was

1 any kind of motion to extend the time for testimony
2 to be submitted. In addition, it is my understanding
3 that as an informal intervener, we have a right to
4 put on a witness here during these proceedings. Had
5 we known that Mr. Watkins was going to be
6 participating and to the extent that his
7 participation may essentially impair AT&T's rights
8 going down the road, we certainly would have produced
9 a witness for these proceedings, and we would have
10 argued on the jurisdictional grounds that Mr. Watkins
11 is raising here. So, the fact of the matter is that
12 Mr. Schudel did not produce any kind of a motion to
13 all parties that he was trying to get the extension
14 of time for his witness to be put on. His witness is
15 now not -- his prefiled testimony is not timely under
16 the existing procedural order that I am aware of. In
17 addition, I was unaware of and have not received any
18 kind of a copy of any modification of that procedural
19 order. This smacks of back office dealing and it
20 seems like there is something that the public -- if
21 you want to talk about the public interest here, it
22 seems that the public interest is in having open
23 meetings and having the decisions of this Commission
24 made on the public record in front of a public formal
25 forum. That is not happening here. These are

1 decisions that are occurring in cloak rooms and back
2 offices. I don't think that that is the way that
3 things should be approached here. So, I would object
4 to the submission of testimony by Mr. Watkins. I
5 would ask that the Commission strike his testimony in
6 toto and failing that strike whatever references
7 there are in Mr. Watkins testimony to the
8 jurisdictional issues that he raises. Thank you.

9 COMR. LANDIS: Well, I told you we would let
10 you get your objection on the record, and you have.
11 I am not sure -- well, I certainly don't agree with
12 the characterization of cloak room justice in
13 Nebraska, but be that as it may, you have got it on
14 the record. Your objection is going to be overruled.
15 We are going to permit comments filed which is in my
16 procedural order after the conclusion of the hearing.
17 You will have an opportunity to put something in the
18 record, make your statement in response to Mr.
19 Watkins. So, that will be afforded you, and all the
20 parties here today. But your objection --

21 MR. WITT: May I ask for the grounds for your
22 overruling --

23 COMR. LANDIS: I am overruling your
24 objection.

25 MR. WITT: Thank you.

1 COMR. LANDIS: We may treat that as some
2 order that comes out of this Commission, but I am not
3 going to --

4 MS. KNUTSON: Commissioner, if I might just
5 clarify for Mr. Witt the procedural order. The
6 hearing officer is permitted to rule on any
7 procedural order according to our rules except for
8 those that are dispositive of a case such as a motion
9 to dismiss. The order that extended the date by
10 which the intervener may file testimony was a
11 procedural order. There was no violation of public
12 meetings or public records or any kind of procedural
13 or statutory law that we abide by. Furthermore, I
14 just wanted to clarify that all interveners were
15 required to file concurrently at the same time. So,
16 if Mr. Witt was going to file testimony for today's
17 hearing, it would have been by the date prescribed in
18 the procedural order and not as a rebuttal to that.
19 By delaying the testimony date, it delayed it so that
20 he would have more time to file testimony for today.
21 But we didn't know as a Commission whether or not Mr.
22 Watkins was filing testimony prior to the date that
23 intervener testimony was due as did no other party, I
24 believe.

0947

25 MR. WITT: Well, my point here, and it is a

1 very simple one, is that if the day for filing
2 testimony was extended for one party, it should be
3 extended for all parties. The notion that Mr.
4 Schudel can produce a motion to extend that without
5 sending it to the other parties even as a matter of
6 courtesy strikes me as being improper. Had we known,
7 for example, that -- I mean, I was monitoring the
8 submission of testimony all day Friday and all day
9 Monday. There was a not a hint of any kind of
10 testimony that had been filed. At this point, I
11 would renew my objection. Thank you.

12 COMR. LANDIS: We need to have all this on
13 the record, and that is perfectly fine. As I recall,
14 I think the extension -- I think I made that, and it
15 wasn't pursuant to any motion that was filed. It was
16 made as a result of some discussions we were having
17 about proceeding with this hearing. So, to the
18 extent that there wasn't a motion filed, if there is
19 some problems, due process, then, those are mine, but
20 it is -- that was a call I made at the conclusion of
21 the conference we had on the matter.

0948

22 MR. SCHUDEL: The conference related to
23 discovery as Commissioner Landis will recall. AT&T
24 has been before this Commission for years. Mr. Witt
25 and his local counsel are entirely experienced and

1 they will know that the same rule that we quoted from
2 as to the rights of informal interveners gives them
3 absolutely no right with regard to discovery matters.
4 They cannot serve discovery. They cannot participate
5 in discovery. The fact that he wasn't present was a
6 matter solely of his doing by choosing to informally
7 intervene. When they made that choice, they took
8 with it what your rules provide as their rights.
9 Those rights have been scrupulously adhered to.

10 MR. WITT: Mr. Chairman, if I could respond
11 to that?

12 COMR. LANDIS: You may briefly, and then we
13 are going to move on with what we are supposed to be
14 doing today. Go ahead.

15 MR. WITT: If discovery is the subject of
16 your discussion with your office with Mr. Schudel,
17 then, I certainly have no problem with that. But, on
18 the other hand, when you start discussing procedural
19 matters that affect my client, that is when I get
20 concerned. I would again renew my objection based on
21 now what Mr. Schudel has told us about the
22 characterization of your conversation with him.

0949

23 MR. SCHUDEL: It is a public matter. We had
24 a public setting in which Ms. Knutson was present and
25 counsel for the applicant was present. It was

1 nothing different about that --

2 COMR. LANDIS: All right, at ease now. We
3 are not going to get into -- we are going to move on
4 right now. The objection is overruled. We are now
5 at the point, I believe, that we swore you in and now
6 we are going to take evidence. So, it your witness,
7 Mr. Schudel, so let us move ahead.

8 MR. GOODWIN: Mr. Commissioner, at the risk
9 of -- evidence any further, I don't have a copy of
10 the protective order and therefore I don't have a
11 copy yet of the non-public version. Perhaps that is
12 a function of my traveling in from Denver, but I
13 didn't see a copy of the protective order, so, I
14 can't sign it. If there is one available here, I
15 would like to sign it so that I can see the non-
16 public testimony while you are putting on his
17 summary.

18 COMR. LANDIS: Okay. Let us go ahead with
19 the examination of this witness.

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1 STEVEN WATKINS

2 Testifies as follows on:

3 DIRECT EXAMINATION

4 By Mr. Schudel:

5 Q Mr. Watkins, what is your current position?

6 A I am an independent telecommunications
7 management consultant. I work with a law firm in
8 Washington, D.C., that specializes in
9 telecommunications advice in the systems to small and
10 rural telephone companies.

11 Q Have you testified before this Commission
12 before?

13 A Yes.

14 Q Have you prepared and created what has been
15 marked as Exhibit 13(a), your public testimony, and
16 Exhibit 13(b), your non-public testimony?

17 A Yes.

18 Q Mr. Watkins, if I were to ask you the
19 questions set forth in Exhibit 13(a) or 13(b), would
20 your responses be as they appear in that testimony?

21 A Yes.

22 Q Have you prepared a summary of your
23 testimony?

24 A I have.

25 Q Would you please proceed to provide that

0951

1 to the Commission?

2 A Yes. I am here testifying on behalf of
3 Southeast Nebraska Telephone Company. Southeast
4 Nebraska is a rural telephone company as that term is
5 defined in the Federal Act. The purpose of my
6 testimony is to address the Commission's rules as
7 they apply to certification of competitive local
8 exchange carriers and particularly with respect to
9 certification in rural areas. Central to the
10 application of the Commission's rules, and
11 demonstrating if certification should be provided is
12 that provision of services would be consistent with
13 the public interest. Specifically, one of the
14 proposed services will preserve and advance Universal
15 Service, protect the public safety and welfare,
16 ensure continuous quality of telecommunication
17 services, and safeguard the rights of consumers.
18 Now, there are a number of novel aspects that are
19 unresolved regarding Time Warner's plans here. There
20 are a number of related public policy issues that
21 follow from those unresolved aspects. First, I
22 believe this is the first time in Nebraska that an
23 Internet Protocol based service, exclusively Internet
24 Protocol based service, is going to be used. As we
25 heard with Ms. Patterson's testimony, there is a

1 great deal of uncertainty as to just how that is
2 defined within the Commission's oversight. That
3 uncertainty is being used as a condition within this
4 certification process. Second, Time Warner's actual
5 provision of local exchange service is dependent upon
6 a yet to be determined relationship with Sprint
7 whereby Sprint will be providing critical aspects of
8 the local service within the local exchanges. Sprint
9 is not a party to this proceeding as far as I am
10 aware. Third, Time Warner I think you heard earlier
11 has stated its intention of not entering into
12 interconnection agreements with incumbent local
13 telephone companies, at least not now. The type of
14 interconnection agreements that usually set forth the
15 terms and conditions between competing carriers set
16 forth rights and responsibilities and how traffic
17 will be exchanged and a number of other operational
18 aspects that have to be in place between competing
19 carriers. That aspect in itself presents some
20 uncertainties about what oversight the Commission may
21 have if there is to be no contractual arrangement for
22 which Time Warner is a party. Time Warner's proposed
23 service offering presents issues that will be
24 difficult to resolve with satisfaction at this point
25 because there does not appear to be any current

1 Nebraska specific policy regarding the regulatory
2 treatment of Internet Protocol based services. There
3 are pending issues before this Commission regarding
4 the manner Internet Protocol carriers should be
5 included within the Nebraska Universal Service plan.
6 There remain many concerns regarding potential
7 arbitrary treatment of Internet Protocol service
8 providers with respect to inter-carrier compensation
9 issues in the larger scope of Universal Service.
10 These concerns relate to the disruption of current
11 carriers rate design, rate levels, the overall cost
12 recovery result, and carriers continuing ability to
13 risk investments in rural telephone networks. These
14 concerns are related to some Internet Protocol based
15 carriers pursuing access charge avoidance tactics
16 and/or the fact that Internet Protocol services allow
17 some undermining of the geographic and jurisdictional
18 nature of calls for which the fundamental revenue
19 sources of carriers depends. There remains questions
20 regarding Time Warner's responsibilities and
21 commitments given its stated partnership arrangement
22 with Sprint. As the service provider and the 0954
23 competitive LEC, Time Warner is the accountable
24 party. It appears that it does not intend to be the
25 responsible party with respect to a number of issues.

1 Instead, it wants to shift those responsibilities to
2 another carrier, Sprint, even with respect to
3 critical aspects of provision within the actual
4 exchanges in Nebraska. There are unresolved
5 questions as to how this will ultimately work out
6 with Sprint as a partner. These unresolved aspects
7 are critical components of Time Warner's ultimate
8 commitments and its certification process.
9 Separately, Time Warner's application brings into
10 question whether it can adequately provide service
11 during power outages since its service is dependent
12 upon customer provided power. More interesting, as
13 we heard earlier, Time Warner appears to make no
14 commitment as to what jurisdiction the Commission
15 would have of certificated services into the future.
16 It explicitly reserves the right to avoid oversight
17 of the Commission in the future. It is their view
18 that if Time Warner requests and expects to be
19 granted certification, then, Time Warner should be
20 prepared to abide by the Commission's oversight.
21 Time Warner cannot have it both ways. With these
22 aspects in mind, I think it is only prudent to take a
23 very hard look at this request, particularly with
24 respect to rural areas. The arrangements and
25 conditions under Time Warner's proposals raise unique

1 public policy issues that have not been adequately
2 addressed on the record. As a consequence, Time
3 Warner has not sustained its burden of proof for
4 certification in areas served by rural telephone
5 companies. If Time Warner conditions its
6 certification regarding Commission jurisdiction, what
7 effect would that have on Nebraska Universal Service
8 and the challenges confronting the customers and
9 carriers that serve the more rural, less populated
10 areas? As I think we heard earlier, Time Warner's
11 cable service is confined to the more populated town
12 areas which are the lower cost areas while the
13 telephone companies have the responsibility to
14 provide service across the entire area including the
15 most highest cost areas. If jurisdiction is going to
16 be conditioned, how can the quality of services and
17 public safety be assured? If we have to rely on
18 Sprint for critical components, local
19 interconnection, interaction with other carriers, and
20 other provision of local exchange service, how can
21 Time Warner certification commitments be ensured?
22 Finally, even if the Commission were to conclude that
23 Time Warner has met its burden for certification in
24 non-rural areas, the request should be denied with
25 respect to rural telephone companies service areas

0956

1 such as that served by Southeastern Nebraska
2 Telephone. This approach is similar to an approach
3 that Time Warner has apparently agreed to in at least
4 one other state. Thank you.

5 MR. SCHUDEL: Mr. Commissioner, I am not sure
6 if we have admitted Exhibits 13(a) and 13(b). If
7 not, I would offer them at this time.

8 COMR. LANDIS: I am sorry. I did overrule an
9 objection. I meant to admit them. The objection is
10 noted and overruled and Exhibits 13(a) and (b) will
11 be admitted into evidence. Are there additional
12 questions of this witness?

13 (Intervener Exhibits 13(a) and 13(b) were
14 received in evidence. See Supp. Volume)

15 MR. SCHUDEL: No additional questions, but I
16 would just wish to state for the record that I am
17 authorized to state for you that the following
18 companies support and endorse Mr. Watkins' testimony
19 on behalf of Southeast. Those companies are
20 Arlington Telephone, Blair Telephone, Cambridge
21 Telephone, Clarks Telecommunications, Consolidated
22 Telephone, Telco and Telcom, Eastern Nebraska
23 Telephone, Great Plains Communications, Hartington
24 Telecommunications, Hershey Cooperative, K & M
25 Telephone, Nebraska Central Telephone, Northeast

1 Nebraska Telephone, Rock County Telephone, Stanton
2 Telephone Company, and Three River Telco. With that,
3 Mr. Watkins is available for cross-examination.

4 COMR. LANDIS: Mr. Tyler?

5 MR. TYLER: The applicant has no questions
6 for this witness.

7 COMR. LANDIS: Very well. Mr. Chairman, do
8 you have any questions for this witness before we
9 move to staff?

10 COMR. VAP: No questions.

11 COMR. LANDIS: All right. Thank you.

12 Commissioner Johnson?

13 MR. FAHLESON: Commissioner Landis, I would
14 just like to note for the record that our clients as
15 well endorse and support Mr. Watkins' testimony.
16 That would be Arapahoe, Benkelman, Cozad, Curtis,
17 Dillard, Glenwood, Hartman, Keystone-Arthur, Main
18 Stay, and Wauneta Telephone Company.

19 COMR. LANDIS: Okay, thank you, Mr. Fahleson.
20 We will move now to you, Ms. Knutson.

21

22 INTERROGATION

0958

23 By Ms. Knutson:

24 Q I just have a couple of questions for you,
25 Mr. Watkins. You testified in your direct testimony

1 that you were concerned about -- you had concerns
2 about the commitment of Time Warner. What kind of
3 commitments are you looking for?

4 A The commitments to fulfill those public
5 interest conditions that are part of your rules. You
6 know, it would seem that the Commission's oversight
7 is a necessary component of ensuring that carriers
8 live up to those on an ongoing basis. Since any
9 continuing Commission oversight is a question here,
10 that brings into question as to whether the
11 certification conditions can continue to be
12 satisfied.

13 Q If the Commission finds that the applicant
14 has met its burden with respect to Rule 2.49, on what
15 basis would the Commission have to single out
16 Southeast and deny the application for Southeast? I
17 believe on Page 13 of your testimony, you said,
18 nevertheless if the Commission finds that Time Warner
19 has met its burden of proof with respect to the
20 elements in 2.49, the Commission should nonetheless
21 deny the certification of Time Warner in Southeast
22 territory.

0959

23 A What I mean there is those conditions -- you
24 might be satisfied that those conditions are
25 satisfied with respect to the non-rural areas, but

1 not satisfied with respect to the rural areas.

2 MS. KNUTSON: Okay. That is all I have.

3

4 INTERROGATION

5 By Commissioner Landis:

6 Q Would it make any difference in your
7 opinion, Mr. Watkins, if the grant of authority would
8 be given with the understanding that there would have
9 to be additional hearings before service could
10 actually be provided to the people in the Southeast
11 Company's territory?

12 A I think we have heard a number of issues
13 raised, and some speculation that there are other
14 things that have to be in place before service would
15 be possible. There is a lot of speculative aspects
16 as to how that -- what all that means, yes.

17 COMR. LANDIS: Okay. Again, Commissioner
18 Johnson and the chairman has no questions. With
19 that, then, you are --

20 MS. KNUTSON: I think Mr. Goodwin does have
21 questions.

22 COMR. LANDIS: Mr. Goodwin?

23

24 CROSS-EXAMINATION

0960

25 By Mr. Goodwin:

1 Q To follow up on Commissioner Landis'
2 question, and Ms. Knutson's question, you proposed
3 that potentially, assuming the other hurdles are
4 crossed, that Time Warner be certified in non-rural
5 areas but have their certification limited for rural
6 areas.

7 A Correct. The preponderance of the facts and
8 issues as they stand today would not satisfy those
9 conditions for certification in the rural areas.

10 Q What is the -- why is there a difference
11 between the non-rural areas and the rural areas in
12 terms of their need for protection from the things
13 you talked about, like loss access revenues. Don't
14 those apply both to rural and non-rural ILECs and
15 CLECs, portability problems and service quality? All
16 those issues apply equally to rural and non-rural
17 carriers. Right?

18 A Not equally, but I didn't really take any
19 position in my testimony with respect to analysis of
20 the non-rural areas.

21 Q What is the reason for distinguishing in
22 terms of your recommendation to the Commission
23 between the non-rural and rural areas?

0961

24 A The rural areas have a greater challenge to
25 provide service in highest cost areas. Their revenue

1 streams and their cost recovery aspects are more
2 critical in achieving those Universal Service goals.
3 Given those greater challenges, it is a more fragile
4 situation for rural carriers, all of those kinds of
5 difficult Universal Service challenges.

6 Q But, in Nebraska, aren't most rural
7 customers served by non-rural carriers like ALLTEL
8 and Quest?

9 A I don't know that for a fact, but that may
10 be so.

11 Q If that is true, if ALLTEL and Qwest serve
12 more rural customers than the other rural companies,
13 then why distinguish between the rural companies and
14 the non-rural companies?

15 A Congress did --

16 COMR. LANDIS: I think that question has been
17 answered a couple of times, Mr. Goodwin.

18 MR. WATKINS: Actually, I would like to
19 answer it. Congress made the distinction in defining
20 telephone companies. My personal view is I do think
21 the same challenges and dangers exist for the rural
22 areas served by non-rural companies.

23 0962

24 By Mr. Goodwin:

25 Q I just want to get clear on your testimony.

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1 You talk about access -- worries about access revenue
2 for incumbent carriers. Of course, you would agree
3 that this proceeding is not designed to address that
4 particular issue.

5 A Not directly, no.

6 MR. GOODWIN: One moment. (Pause) Nothing
7 further.

8 COMR. LANDIS: Very well, Mr. Goodwin. Any
9 redirect?

10 MR. SCHUDEL: Yes, briefly.

11

12 REDIRECT EXAMINATION

13 By Mr. Schudel:

14 Q You have been asked by both Ms. Knutson and
15 Mr. Goodwin with regard to your distinction between
16 rural and non-rural. My redirect question to you,
17 sir, would be if you would include in the specific
18 considerations that you are suggesting the Commission
19 look at those conditions such as whether the proposed
20 service will create conditions that are unduly
21 economically burdensome to the rural telephone
22 company, whether there are specific technical
23 feasibility issues and whether there is a consistency
24 with the policies of Section 254 of the Federal Act,
25 such as enumerated, those considerations being

0964

1 enumerated in Section 251(f)(1) of the Act. Are
2 those things that you believe ought to be taken into
3 special consideration?

4 A Those are provisions of the Federal Act that
5 apply to rural telephone companies and very well may
6 present themselves as some of these unresolved
7 aspects move forward.

8 Q Is it your experience that those
9 considerations can be unique as between non-rural and
10 rural companies?

11 A Absolutely as defined in the Federal Act.

12 MR. SCHUDEL: That is all I have.

13 COMR. LANDIS: Ms. Knutson, finally, and the
14 staff, any concluding questions? If not, you are
15 excused. We thank you for your testimony today. Any
16 further evidence?

17 (Witness is excused)

18 MR. SCHUDEL: No further evidence.

0965

19 COMR. LANDIS: Any of the parties?

20 MR. SCHUDEL: My record shows that you have
21 received all of the exhibits, I believe.

22 COMR. LANDIS: Yes. They have all been
23 admitted into evidence. Now, we did mention this.
24 Shana tells me in the procedural order, which I don't
25 have, that we would take up the issue of whether we

1 would have post-hearing comments. I think
2 particularly because of Mr. Witt's concern. We are
3 going to permit them, but we are going to have a
4 short time line. I think it should be five days from
5 the time that the transcript is prepared. All the
6 evidence is in front of us. All the prefiled stuff
7 is here for review. I think five days from the time
8 the transcript -- comment on anything you want with
9 respect to the hearing.

10 MR. SCHUDEL: I just have a question. Under
11 your Procedural Order 2(c), what you said actually
12 was that you reserved ruling on acceptance of post-
13 hearing briefs or proposed orders. Just to clarify,
14 do you wish a brief or do you wish a proposed order?

15 COMR. LANDIS: I will ask the staff that
16 question.

17 MS. KNUTSON: I would rather have a brief or
18 comments, whichever.

19 COMR. LANDIS: A brief or comments as opposed
20 to an order.

21 MS. KNUTSON: Rather than an order.

22 MR. SCHUDEL: All right.

0966

23 COMR. LANDIS: To me, comments could include
24 some legal discussion. Brief to me is more briefing
25 the legal issues in front of us. I think comments is

1 what I think most Commissioners would prefer. So, we
2 are going to --

3 MR. SCHUDEL: Is that five calendar or five
4 business days?

5 COMR. LANDIS: We will make that five
6 business days. That is not fair to have Saturdays
7 and Sundays. I would think five days. Everything is
8 in front of us today, so, other than Mr. Witt not
9 being able to see what Mr. Watkins testimony was,
10 that will be cured. Five days, business days, from
11 the time Susan prepares the transcript. You will
12 notify all the parties electronically. That is part
13 of the discussion we are having this morning. Let us
14 make it electronically. Handle it that way rather
15 than -- so, with that, then, we are adjourned.

16
17 (Whereupon, at or about 11:30 a.m.,
18 September 17, 2004, said hearing was closed)

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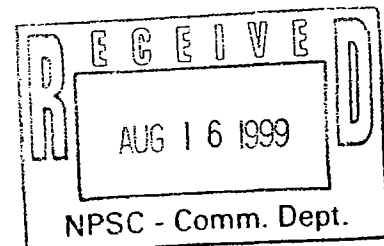
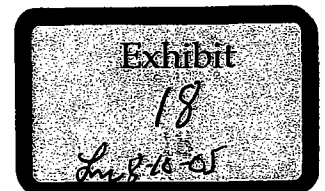
LOCAL EXCHANGE SERVICES

TARIFF SCHEDULE
APPLICABLE TO
LOCAL EXCHANGE SERVICES
WITHIN
THE STATE OF NEBRASKA
ISSUED BY
SPRINT COMMUNICATIONS COMPANY L.P.

Nebraska Public Service Commission
Local Exchange Tariff No. 1

This tariff contains the regulations and rates applicable for the furnishing of basic Local Exchange telecommunications services provided by Sprint Communications Company, L.P. ("Sprint") within the State of Nebraska. This tariff is on file with the Nebraska Public Service Commission.

0968



ISSUED:
8-13-99

State Tariffs
8140 Ward Parkway
Kansas City, Missouri 64114-2006

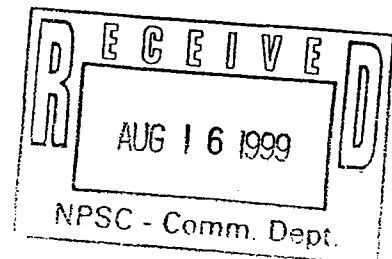
EFFECTIVE:
8-26-99

LOCAL EXCHANGE SERVICES

1. APPLICATION OF TARIFF

- .1 This tariff applies to the furnishing of the Local Exchange Services by Sprint Communications Company L.P. (hereinafter referred to as the "Company" or "Sprint"), to Customers within the State of Nebraska. Services contained in this tariff will be provided by reselling the local exchange service provided by the incumbent local exchange carrier in the areas listed in this tariff.
- .2 The provision of local exchange is subject to regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.
- .3 The rates, charges, and conditions shown herein include all network facilities on the Company's side of the point of demarcation (network Interface Device). The purpose of the point of demarcation is to separate responsibility of the Company from the responsibility of the building owner/Customer. For all resold local exchange services, the Company concurs with the demarcation tariffs of the applicable incumbent local exchange company.
- .4 Sprint reserves the right to offer its Customers a variety of competitive services as deemed appropriate by the Company or similar services as offered by a dominant exchange service provider.
- .5 Sprint may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be submitted to the Commission for approval and be in effect for a limited duration.

0969



ISSUED:
8-13-99

State Tariffs
8140 Ward Parkway
Kansas City, Missouri 64114-2006

EFFECTIVE:
8-26-99

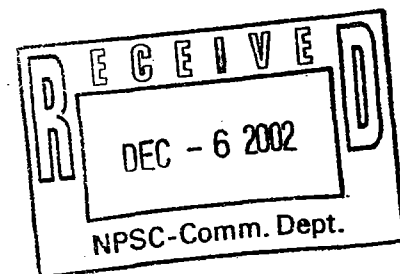
LOCAL EXCHANGE SERVICES

CHECK SHEET

Sheets listed below are effective as of the date shown on each sheet. *Asterisk indicates changes in current tariff filing.

<u>Page No.</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title	Original	49	Original	94	Original		
1	* 7th	50	Original	95	1st		
2	Original	51	Original	96	Original		
3	Original	52	Original	97	Original		
4	Original	53	Original	98	1st		
5	Original	54	Original	99	Original		
6	Original	55	Original	100	Original		
7	Original	56	Original	101	Original		
8	1st	57	Original	102	Original		
9	Original	58	Original	103	1st		
10	Original	59	Original	104	Original		
11	Original	60	Original				
12	Original	61	Original				
13	Original	62	Original				
14	Original	63	Original				
15	Original	64	Original				
16	Original	65	* 3rd				
17	Original	66	Original				
18	Original	67	Original				
19	Original	68	Original				
20	Original	69	Original				
21	Original	70	Original				
22	Original	71	Original				
23	Original	72	1st				
24	Original	73	Original				
25	Original	74	Original				
26	Original	75	Original				
27	Original	76	Original				
28	Original	77	Original				
29	Original	78	Original				
30	Original	79	Original				
31	Original	80	Original				
32	Original	81	Original				
33	Original	82	Original				
34	Original	82.1	Original				
35	Original	83	1st				
36	Original	84	1st				
37	Original	84.1	Original				
38	Original	84.2	Original				
39	Original	84.3	Original				
40	Original	85	Original				
41	1st	86	Original				
42	Original	87	Original				
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0970



ISSUED:
12-05-02

State Tariffs
6450 Sprint Parkway
Overland Park, KS 66251

EFFECTIVE:
12-18-02

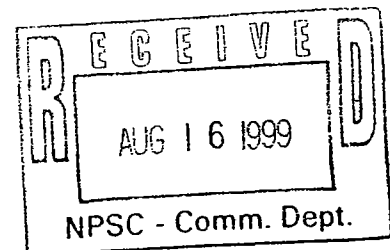
LOCAL EXCHANGE SERVICES

**TARIFF SCHEDULE
APPLICABLE TO
LOCAL EXCHANGE SERVICES
WITHIN
THE STATE OF NEBRASKA
ISSUED BY
SPRINT COMMUNICATIONS COMPANY L.P.**

Nebraska Public Service Commission
Local Exchange Tariff No. 1

This tariff contains the regulations and rates applicable for the furnishing of basic Local Exchange telecommunications services provided by Sprint Communications Company, L.P. ("Sprint") within the State of Nebraska. This tariff is on file with the Nebraska Public Service Commission.

0971



ISSUED:
8-13-99

**State Tariffs
8140 Ward Parkway
Kansas City, Missouri 64114-2006**

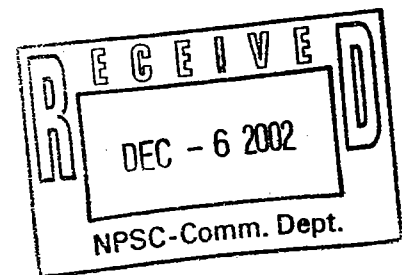
EFFECTIVE:
8-26-99

LOCAL EXCHANGE SERVICES

CHECK SHEET

Sheets listed below are effective as of the date shown on each sheet. *Asterisk indicates changes in current tariff filing.

<u>Page No.</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title	Original	49	Original	94	Original		
1	* 7th	50	Original	95	1st		
2	Original	51	Original	96	Original		
3	Original	52	Original	97	Original		
4	Original	53	Original	98	1st		
5	Original	54	Original	99	Original		
6	Original	55	Original	100	Original		
7	Original	56	Original	101	Original		
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9	Original	58	Original	103	1st		
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34	Original	82.1	Original				
35	Original	83	1st				
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37	Original	84.1	Original				
38	Original	84.2	Original				
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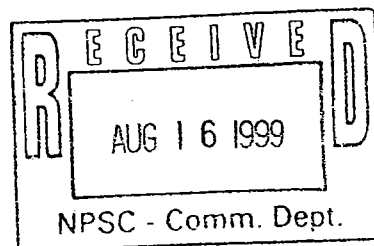
ISSUED:
12-05-02

State Tariffs
6450 Sprint Parkway
Overland Park, KS 66251

EFFECTIVE:
12-18-02

LOCAL EXCHANGE SERVICES

RESERVED FOR FUTURE USE



0973

ISSUED:
8-13-99

State Tariffs
8140 Ward Parkway
Kansas City, Missouri 64114-2006

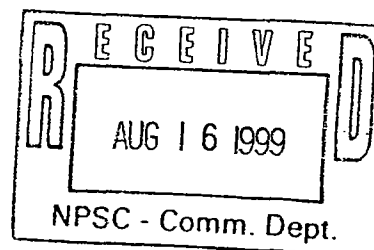
EFFECTIVE:
8-26-99

LOCAL EXCHANGE SERVICES

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Terms and Conditions	16
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0974



ISSUED:
8-13-99

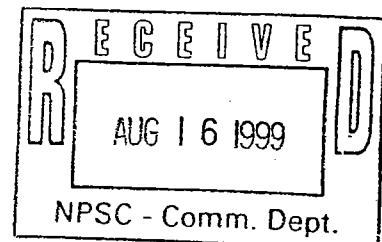
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Kansas City, Missouri 64114-2006

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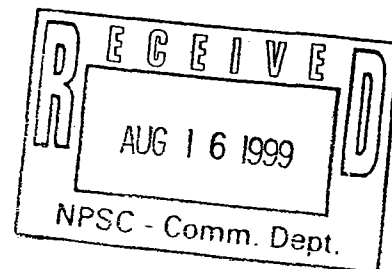
**ISSUED:**
8-13-99**State Tariffs**
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Kansas City, Missouri 64114-2006**EFFECTIVE:**
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LOCAL EXCHANGE SERVICES

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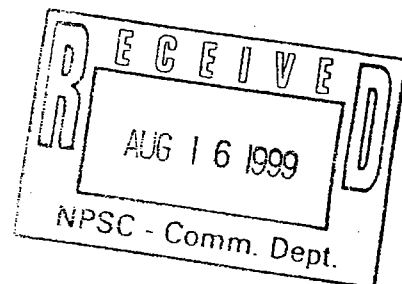
LOCAL EXCHANGE SERVICES**EXPLANATION OF SYMBOLS**

When changes are made on any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- C - To signify a "Change" in existing rate and/or regulation.
- D - To signify the "Deletion/Discontinuance" of rates, regulations, and/or text.
- I - To signify a rate "Increase."
- M - To signify matter "Moved/Relocated" within the tariff with no change to the material.
- N - To signify "New" text, regulation, service, and/or rates.
- R - To signify a rate "Reduction."
- T - To signify a "Text Change" in tariff, but no change in rate or regulation.
- Z - To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

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ISSUED:
8-13-99

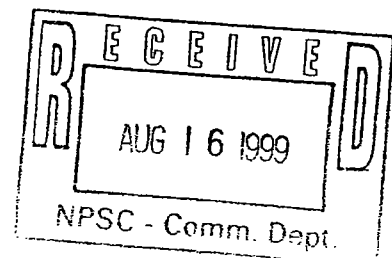
State Tariffs
8140 Ward Parkway
Kansas City, Missouri 64114-2006

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8-26-99

LOCAL EXCHANGE SERVICES**1. APPLICATION OF TARIFF**

- .1 This tariff applies to the furnishing of the Local Exchange Services by Sprint Communications Company L.P. (hereinafter referred to as the "Company" or "Sprint"), to Customers within the State of Nebraska. Services contained in this tariff will be provided by reselling the local exchange service provided by the incumbent local exchange carrier in the areas listed in this tariff.
- .2 The provision of local exchange is subject to regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.
- .3 The rates, charges, and conditions shown herein include all network facilities on the Company's side of the point of demarcation (network Interface Device). The purpose of the point of demarcation is to separate responsibility of the Company from the responsibility of the building owner/Customer. For all resold local exchange services, the Company concurs with the demarcation tariffs of the applicable incumbent local exchange company.
- .4 Sprint reserves the right to offer its Customers a variety of competitive services as deemed appropriate by the Company or similar services as offered by a dominant exchange service provider.
- .5 Sprint may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be submitted to the Commission for approval and be in effect for a limited duration.

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**ISSUED:**
8-13-99**State Tariffs**
8140 Ward Parkway
Kansas City, Missouri 64114-2006**EFFECTIVE:**
8-26-99

LOCAL EXCHANGE SERVICES

2. SERVICE AREA

Sprint provides Local Exchange Service in selected U S WEST Communications, Inc. (US WEST) exchanges as defined below, where underlying network elements are available for resale. As technical and/or economic feasibility allows, this section will be modified to reflect additional areas in which Sprint will offer local exchange service.

.1 Business Exchange Areas *

(T)

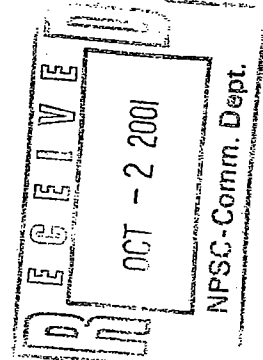
.1 US WEST

City
Bennington
Elkhorn
Fremont
Gretna
Omaha
Springfield
Valley
Waterloo

- .2 An exchange area serves a particular geographical area that the Company designates within the boundaries of Nebraska for the purpose of providing Local Exchange Service for that area in which it is furnished.

Sprint offers Local Exchange Service within the State of Nebraska and concurs in the exchanges area maps filed by US WEST.

- .3 The provision of local exchange telecommunications service is subject to the existing regulations, terms and conditions in this tariff. The provision of service will be subject to the availability of appropriate facilities and local telecommunications service in the exchange service area.



- * As of October 13, 2001, business local exchange service will no longer be offered to new customers. Existing business local exchange customers will not be able to move service, add lines or features, or change services pursuant to this tariff. Any moves, rearrangements, additions of lines or features of business local exchange service except for deletion of stand-alone features will result in termination of business local exchange service.

(N)

(N)

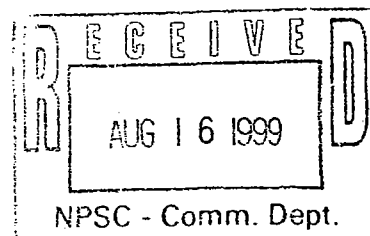
0979

LOCAL EXCHANGE SERVICES

2. SERVICE AREA (Continued)**.4 Local Calling Areas****Originating Exchange****Bennington****Elkhorn****Terminating Exchange**

Arlington
Bennington
Blair
Ft. Calhoun
Fremont
Kennard
Louisville
Omaha
Carter Lake, IA.
Elkhorn
Gretna
Springfield
Valley
Waterloo
Yutan
Arlington
Bennington
Blair
Ft. Calhoun
Fremont
Kennard
Louisville
Omaha
Carter Lake, IA.
Elkhorn
Gretna
Springfield
Valley
Waterloo
Yutan

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8-13-99

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8140 Ward Parkway
Kansas City, Missouri 64114-2006

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LOCAL EXCHANGE SERVICES

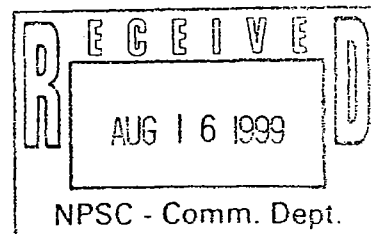
2. SERVICE AREA (Continued)**.4 Local Calling Areas (Continued)****Originating Exchange****Terminating Exchange****Fremont**

Arlington
Bennington
Blair
Ft. Calhoun
Fremont
Kennard
Omaha
Carter Lake, IA.
Elkhorn
Gretna
Springfield
Valley
Waterloo
Yutan

Gretna

Arlington
Bennington
Blair
Ft. Calhoun
Fremont
Kennard
Louisville
Murray
Omaha
Plattsmouth
Carter Lake, IA.
Elkhorn
Gretna
Springfield
Valley
Waterloo
Yutan

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8-13-99

State Tariffs
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Kansas City, Missouri 64114-2006

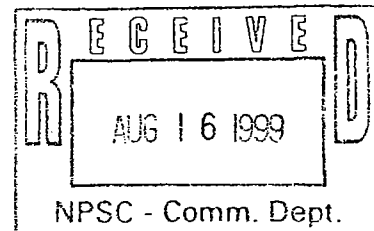
EFFECTIVE:
8-26-99

LOCAL EXCHANGE SERVICES

2. SERVICE AREA (Continued)**.4 Local Calling Areas (Continued)**Originating ExchangeOmahaTerminating Exchange

Omaha
Arlington
Bennington
Blair
Carter Lake, IA
Council Bluffs, IA
Carson, IA
Crescent, IA
Underwood, IA
Elkhorn
Ft. Calhoun
Fremont
Glenwood, IA
Gretna
Kennard
Louisville
Mineola, IA
Missouri Valley, IA
Murray
Neola, IA
Oakland, IA
Plattsmouth
Silver City, IA
Springfield
Treyvor, IA
Yutan
Valley
Waterloo

0982



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8-13-99

State Tariffs
8140 Ward Parkway
Kansas City, Missouri 64114-2006

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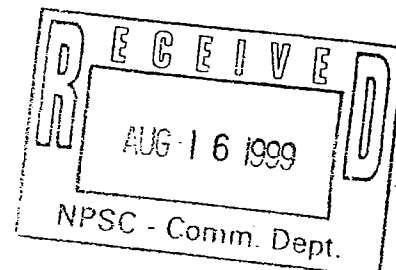
LOCAL EXCHANGE SERVICES

2. SERVICE AREA (Continued)**.4 Local Calling Areas (Continued)****Originating Exchange****Terminating Exchange****Springfield**

Arlington
Bennington
Blair
Ft. Calhoun
Fremont
Kennard
Louisville
Murray
Omaha
Plattsmouth
Carter Lake, IA.
Elkhorn
Gretna
Springfield
Valley
Waterloo
Yutan
Arlington
Bennington
Blair
Ft. Calhoun
Fremont
Kennard
Louisville
Omaha
Carter Lake, IA.
Elkhorn
Gretna
Springfield
Valley
Waterloo
Yutan

Valley

0983



ISSUED:
8-13-99

State Tariffs
8140 Ward Parkway
Kansas City, Missouri 64114-2006

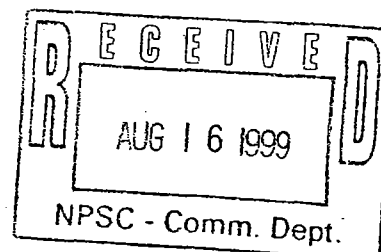
EFFECTIVE:
8-26-99

LOCAL EXCHANGE SERVICES

2. SERVICE AREA (Continued)**.4 Local Calling Areas (Continued)****Originating Exchange****Waterloo****Terminating Exchange**

Arlington
Bennington
Blair
Ft. Calhoun
Fremont
Kennard
Louisville
Omaha
Carter Lake, IA.
Elkhorn
Gretna
Springfield
Valley
Waterloo
Yutan

0984



ISSUED:
8-13-99

State Tariffs
8140 Ward Parkway
Kansas City, Missouri 64114-2006

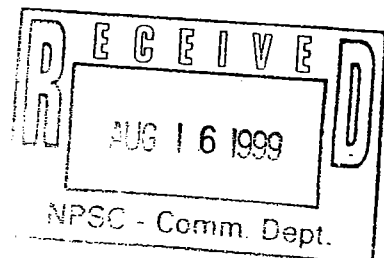
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8-26-99

LOCAL EXCHANGE SERVICES

2. SERVICE AREA

Reserved for Future Use

0985



ISSUED:
8-13-99

State Tariffs
8140 Ward Parkway
Kansas City, Missouri 64114-2006

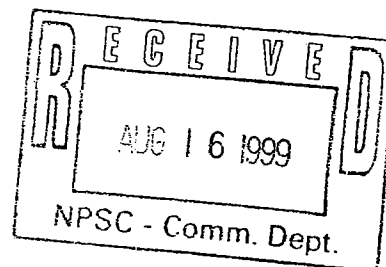
EFFECTIVE:
8-26-99

LOCAL EXCHANGE SERVICES

3. UNDERTAKING OF THE COMPANY

- .1 The Company undertakes to provide the services offered in this tariff on the Terms and Conditions and at the rates and charges specified.
- .2 Service will be provided where facilities, ordering and billing capabilities, and the resale of necessary underlying network elements are technologically available and operationally and economically feasible. The furnishing of service under this tariff is subject to the continuing availability of all necessary facilities.
- .3 The Company reserves the right to limit use of facilities when necessary due to a shortage of facilities or other cause beyond the Company's control.
- .4 Service will only be offered where an approved and effective Interconnection Agreement is in place.

0986



ISSUED:
8-13-99

State Tariffs
8140 Ward Parkway
Kansas City, Missouri 64114-2006

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LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS**.1 Definitions**

Certain terms used generally throughout this tariff for services furnished by the Carrier are defined below.

Access Lines

A Telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

Additional Listing

Any listing of a name or other authorized information in connection with a Customer's telephone number in addition to that which is entitled in connection with his regular service.

Advance Payment

A payment required before the start of service.

Agent

A business representative, whose function is to modify, affect, accept performance of, or terminate contractual obligations between the Company, its applicants or Customers.

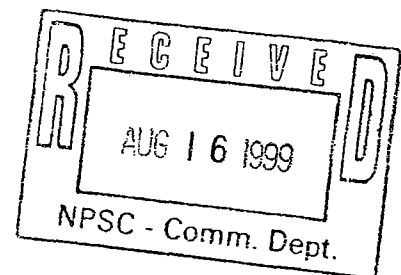
Applicant

A person who applies for telecommunications service, including persons seeking reconnection of their service after Company-initiated termination.

Application

A request made orally or in writing for telephone service.

0987



ISSUED:
8-13-99

State Tariffs
8140 Ward Parkway
Kansas City, Missouri 64114-2006

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8-26-99

LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)**.1 Definitions (Continued)****Base Rate Area**

A specific area, within which the schedule rates for local exchange service apply without exchange line mileage or without special rates in lieu of mileage.

Basic Local Exchange Service

The provision of an access line and usage within a local calling area for the transmission of 2-way interactive switched voice/data communication.

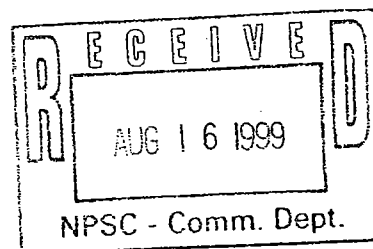
Building

A structure under one roof and of such a nature that it can in itself fulfill the requirements of a business or residence establishment, or both; or two or more structures that are connected by means of enclosed passageways (overhead bridges, subways, or a ground level) or common basements, permitting access from one building to the other, that are suitable for the routing, placing, and proper protection of inside applicable and wire type facilities. In no case can conduit be considered an enclosed passageway.

Business Service

Determination as to whether or not Customer's service should be classified as Business will be based on the character or use to be made of the service. The practice of advertising a telephone number in newspapers, business cards, or on trucks shall be a contributing, but not an exclusive factor in determining the classification of service. Service will be classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

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ISSUED:
8-13-99

State Tariffs
8140 Ward Parkway
Kansas City, Missouri 64114-2006

EFFECTIVE:
8-26-99

LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)**.1 Definitions (Continued)****Central Office**

A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

Class of Service

The categories of service generally available to the Customer, such as business and residential services.

Commission

The Nebraska Public Service Commission.

Company

Sprint Communications Company L. P.

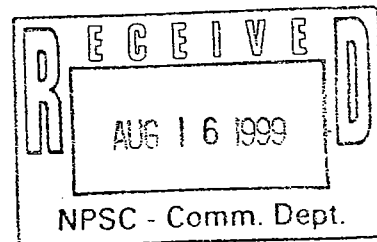
Competitive Local Exchange Carrier (CLEC)

A common carrier that is issued a Certificate of Public Convenience and Necessity to provide local exchange telecommunications service for a geographic area specified by such carrier within the State of Nebraska.

Contiguous Property

Contiguous property is defined as plot of ground, together with any buildings thereon, occupied by the Customer; which is not separated by public thoroughfares or by property occupied by others.

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ISSUED:
8-13-99

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LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)**.1 Definitions (Continued)****Contract**

The agreement between a Customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Tariffs.

Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Completed Call or Telephonic Communication

A call, or other telephonic communication, originated by a person or mechanical/electrical device from a number to another number which is answered by a person or mechanical/electrical device. The numbers may be located any distance apart within the state; and the communication may consist of voice, data, the combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

Connecting Company

A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

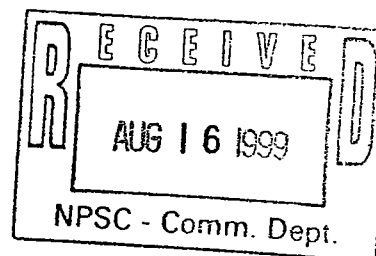
Construction Charges

Separate charges made for the construction of facilities in excess of those contemplated under the rates quoted in this tariff.

Cost

The cost of labor and materials, which includes appropriate amounts to cover the Company's general operating and administrative expenses.

0990



ISSUED:
8-13-99

State Tariffs
8140 Ward Parkway
Kansas City, Missouri 64114-2006

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LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)**.1 Definitions (Continued)****Customer Premises Equipment**

All communications systems, devices, apparatus and their associated wiring, provided by Customer and located on the Customer's premises.

Date of Presentation

Postmark date on billing or notice envelope.

Dedicated

A facility or equipment system or subsystem set aside for the sole use of a specific Customer. This term is generally used to describe higher capacity trunks used in typical commercial applications.

Directory Listing

A publication in dominant LECs alphabetical directory of information relative to a Customer's name or other identification and telephone number.

Direct Inward Dial (DID)

Provides capability for direct inward dialing to a PBX station without attendant assistance.

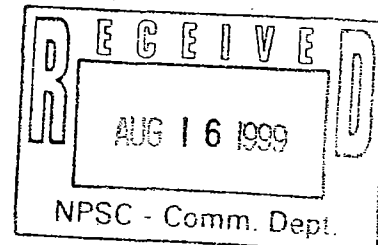
Direct Inward Outward Dial (DIOD)

Provides the combined capabilities of DID and DOD.

Direct Outward Dial (DOD)

Provides recognition, by the exchange telephone network, of the capability in a PBX for direct outward dialing to an outside station without attendant assistance.

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ISSUED:
8-13-99

State Tariffs
8140 Ward Parkway
Kansas City, Missouri 64114-2006

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LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)**.1 Definitions (Continued)****Disconnect Notice**

The written notice sent to a Customer following billing, notifying the Customer that service will be discontinued if charges are not satisfied by the date specified on the notice.

End Office

Denotes the LEC switching system office or service wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Exchange

A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces the city, town or village, and its environs. It may contain one or more central office together with the associated plant, equipment and facilities used in furnishing communication service within that area.

Exchange Area

The area within which the telephone company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

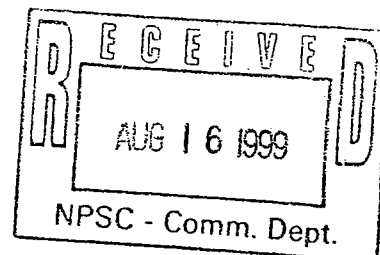
FCC Line Charge

The charge imposed by the FCC to cover the costs of providing local access. Also known as the End User Common Line charge (EUCL) or Subscriber Line Charge (SLC). Rates are different for single and multiline customers.

Flat Rate Service

Unlimited calling privileges to a specified area furnished at a fixed periodic charge.

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LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)**.1 Definitions (Continued)****Increment**

Units of measurement defined as minutes, messages or other units charged to a Customer for use of service.

Incumbent Local Exchange Company (ILEC)

ILEC refers to the dominant local exchange carrier(s) in an area also serviced by the Company.

Installation Charge

A non-recurring charge made at the time of installation of communications service which may apply in place of or in addition to service charges and other applicable charges for service or equipment.

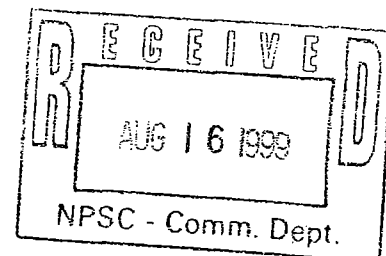
Interface

The term "Interface" denotes that point on the premises of the Customer at which provision is made for connection of other than Company provided facilities to facilities provided by the Company.

Interface Equipment

Equipment provided by the Company at the interface location to accomplish the direct electrical connection of facilities provided by the Company with facilities provided by other than the Company.

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LOCAL EXCHANGE SERVICES**4. TERMS AND CONDITIONS (Continued)****.1 Definitions (Continued)****LATA**

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Call

A communication between two access lines in the same exchange or zone or from an access line in one exchange or zone to another access line within another exchange or zone within its local calling area.

Local Calling Area

That geographic area throughout which a Customer of local exchange service obtains telephone service without payment of a toll charge. It includes the home exchange and may also include other nearby exchanges. A local calling area may consist of one, or more than one, central office areas.

Local Telephone Number Portability

The ability of end users to retain their existing telephone numbers when remaining at a location, or changing their location within the geographic area served by the initial carrier's serving central office, regardless of the Local Service Provider.

Maintenance/Premise Visit Charges

A charge applied when the location of reported trouble is found to be in Customer provided equipment.

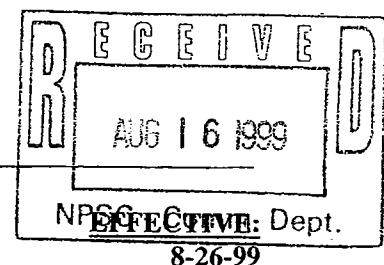
Minimum Service Term

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The minimum length of time for which a Customer is obligated to pay for service, whether or not retained by the Customer for such minimum length of time.

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4. TERMS AND CONDITIONS (Continued)**.1 Definitions (Continued)****Network Control Signaling**

The transmission signals used in the telecommunications network which performs functions such as supervision (control, status and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications network.

Non-Published Service

A service provided to Customers which prevents the Customer's number from being published in either the directory or the directory assistance database.

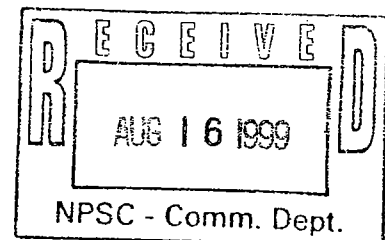
Non-Recurring Charge

The one-time initial charge for services or facilities, including but not limited to charges for construction, installation or special fees for which the Customer becomes liable at the time the service order is executed.

Non-Sufficient Funds (NSF) Check

Any negotiable instrument returned by the bank, savings institution, or other eligible institutions which is returned by that institution with one of the following instructions: non sufficient funds, uncollected funds, account closed, account frozen, no account.

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4. TERMS AND CONDITIONS (Continued)**.1 Definitions (Continued)****Person**

A natural person, firm partnership, corporation, association, municipality, corporation, organization, government agency, real estate trust, or other legal entity.

Point of Demarcation

The point where Company network services, usually a Network Interface Device (NID), or facilities terminate and the Company's responsibility for installing and maintaining such services or facilities ends.

Premises

The space occupied by a Customer or authorized user in a building or buildings consisting of all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on contiguous property.

Private Branch Exchange System (PBX)

A private branch exchange system is an arrangement of equipment, consisting of switching apparatus with attendant telephones, trunks to a central office and stations connected with the switching apparatus, thereby providing for telephone interconnection between these stations, and outside of the building location.

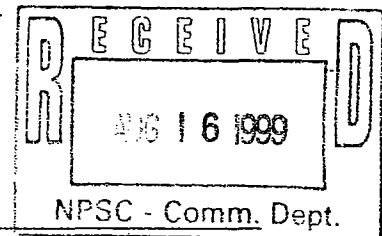
Recurring Charges

The monthly charges paid by the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Registered Equipment

The term "Registered Equipment" as used in this tariff denotes equipment which complies with and has been approved within the registration provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

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4. TERMS AND CONDITIONS (Continued)**.1 Definitions (Continued)****Service Area**

The area in which the Company is authorized to provide service.

Service Connection Charge

The non-recurring charge a Customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service.

Service Order

The request for the Company's services executed by the Customer and the Company in the format devised by the Company. The acceptance by the Company and the Customer initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Service Territory

The area in which the Company is authorized to provide service.

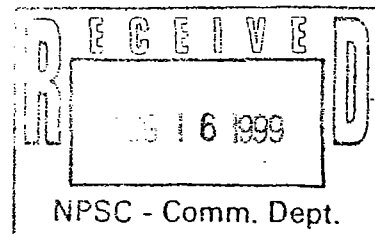
Serving Wire Center

A serving wire center denotes the wire center from which the Customer designated premises would normally obtain dial tone from the Company.

Shared

A facility or equipment system or sub-system which can be used simultaneously by several Customers.

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LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)**.1 Definitions (Continued)****Tariff**

The rates, charges, rules and regulations adopted and filed by the Company with the Nebraska Public Service Commission.

Termination

Permanent disconnection of telecommunications service.

Termination Charge

A charge applied under certain conditions when a contract for service is terminated by the Customer before the expiration of the minimum contract period.

Toll Message

A message between stations in different exchange areas and furnished under the provisions of the applicable toll tariff.

Toll Rate

The initial period charge prescribed for toll message usually based upon a minimum initial period and distance between exchanges.

User

Any person who uses telecommunications services provided by the Company under the jurisdiction of the Nebraska Public Service Commission.

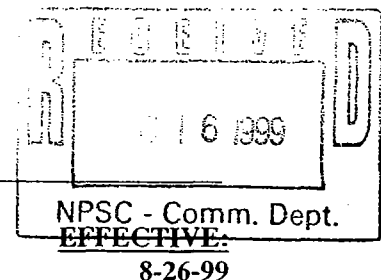
Voice Grade Facility

A communications path between two points comprised of any form or configuration of physical plant capable of and typically used in the telecommunications industry for transmission within the frequency bandwidth of approximately 300 to 3000 Hertz.

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LOCAL EXCHANGE SERVICES**4. TERMS AND CONDITIONS (Continued)****.2 Application for Service**

Applicants desiring to obtain service must complete the Company's standard service order form(s). The Company will accept an oral or written application from a Customer for additions to or changes in the existing service of such Customer. An applicant for service agrees to pay all charges against such service made in accordance with the provisions of the tariffs.

An application is merely a request for service and does not in itself bind the Company to provide service.

An Applicant for service must pay all previous indebtedness to the Company for telephone services before service will be furnished.

.1 Initiation of Service

Service may be initiated based on a written or oral agreement between the Company and the Customer. In either case, prior to the agreement, the Customer shall be informed of all rates and charges for the services the Customer desires and any other rates or charges which will appear on the Customer's first bill.

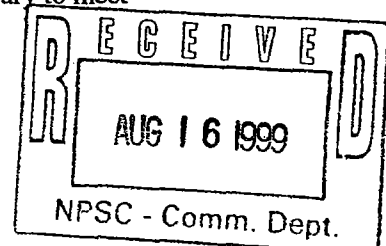
.2 Initial Service Periods

Except as otherwise provided, the initial (or minimum) period for all services and facilities is one month at the same location.

The length of contract period for directory listings, and for joint user service, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.

The Company may require a contract period longer than one month at the same location in connection with Business Service and special (non-standard) types of arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.

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4. TERMS AND CONDITIONS (Continued)**2. Application for Service (Continued)****.3 Business Customers**

Generally, business rates apply at business locations. The determination as to whether Customer service should be classified as business is based on the character of use to be made of the service.

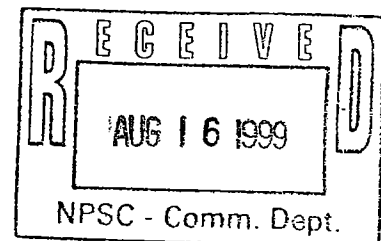
.1 Business Service Defined

Business rates apply whenever the use of the service is primarily or substantially of a business, professional institution or otherwise occupational nature, or where the listing required is such as to indicate business use.

Business rates apply for:

- .1 Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public, private or parochial schools, hospitals, nursing homes, libraries, institutions, churches and all other places of strictly business nature.
- .2 Any location where a business designation is provided or when any title indicating a trade, occupation or profession is listed.
- .3 Service terminating solely on the answering service facilities of a telephone answering firm will carry business rates.

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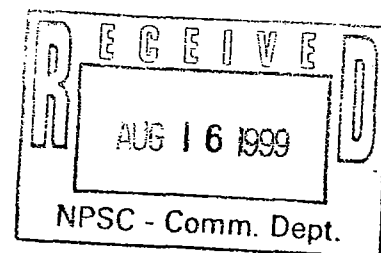
LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)**.3 Contracts**

- .1 Contracts for telecommunications service will not be required as a special condition precedent to service except:
 - .1 As may be required by regulations as set forth in the regular schedule of rates and regulations approved or accepted by the Nebraska Public Service Commission.
 - .2 In the case of temporary service or service to speculative projects or risk services, in which case a contract may be required for the period of time such service is required.
- .2 In some cases, contracts may be used to ensure agreement on complex arrangements. In addition, some charges and requirements may be subject to individual case basis treatment as described in this tariff.

The contract shall at all times be subject to such changes or modifications by the Nebraska Public Service Commission as said Commission may from time to time direct in the exercise of its jurisdiction.

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4. TERMS AND CONDITIONS (Continued)**.4 Credit**

The Company, in order to assure that payment of its charges for service or for loss of or damage to Company property, will require applicants and Customers to establish and maintain credit.

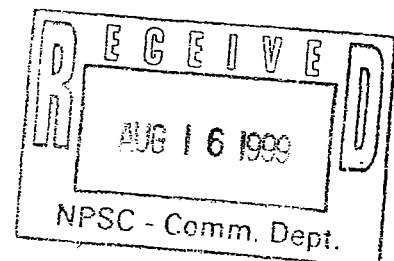
The establishment or re-establishment of credit as provided in this section shall not relieve the applicant or Customer from compliance with other provisions of this tariff as to the payment of bills and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

If the Company finds that the applicant for service has failed to pay for past due telephone service of the same class provided by any telephone company, the Company may refuse to provide service unless the applicant, at the option of the Company, pays the company's past due bill and/or furnishes a deposit.

In order to insure the payment of all charges due for its service or for loss of or damage to Company property, the Company may require any applicant or Customer to establish and maintain his/her credit in one of the following ways:

- .1 Demonstrating to the satisfaction of the Company that his/her credit is acceptable by providing information which is pertinent to the applicant's credit standing.
- .2 By providing a suitable guarantee in writing, in a form presubscribed by the Company.
- .3 By payment of a deposit.

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4. TERMS AND CONDITIONS (Continued)**.4 Credit (Continued)**

The Company shall judge as to whether or not the reference or guarantee in writing would be acceptable.

Telephone Customer credit information will be exchanged between telephone companies and other utilities. Customer credit information will be retained for three (3) years.

The Company, upon request of its Customers, will provide acceptable options in order to pursue any billing or credit disputes.

If an applicant for service is unable to provide satisfactory credit information, the Company may refuse to provide service unless the applicant furnishes a deposit.

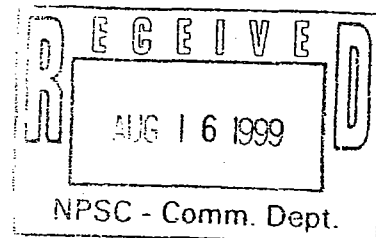
.1 Discontinuance of Service for Failure to Establish Credit

Service may be discontinued for failure to establish credit, not sooner than five (5) days after delivery or eight (8) days after mailing of written notice of intention to disconnect.

.2 Service Connection Charge

Where service has been discontinued for failure to establish credit as authorized by applicable regulations, the Customer will be charged to reestablish service.

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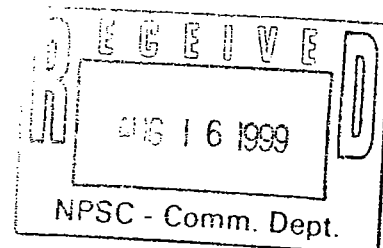
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4. TERMS AND CONDITIONS (Continued)**.5 Deposits**

The Company may, in order to safeguard its interest, require an applicant or a Customer to make a suitable deposit to be held by the Company as a guarantee of the payment of charges for service or for loss of or damage to Company property. The fact that a deposit has been made in no way relieves the applicant or Customer from complying with the Company's regulations and the prompt payment of bills on presentation.

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LOCAL EXCHANGE SERVICES**4. TERMS AND CONDITIONS (Continued)****5. Deposits (Continued)****.1 Interest To Be Paid on Deposits**

Simple Interest shall be paid on all deposits held by the Company. Interest will be credited or paid to the Customer annually while a deposit is held. The rate of interest is 7% per annum. At the request of a Customer, the Company shall compute the accrued interest upon the deposit and pay such amount to the Customer. The Company need not make such payment more often than once in a twelve (12) month period, nor sooner than twelve (12) months after receipt of a deposit.

A deposit, including any accrued interest held when service is disconnected, is returned to the Customer, less any amounts due the Company after the discontinuance of service, or after twelve (12) months of service, whichever comes first.

Even though a deposit is made, the Customer must still pay bills when requested. A Customer's payment of a deposit does not waive or modify the Company's practice of disconnecting service for failure to pay any bills.

.2 Payment and Refunds of Deposits

In the event the Customer fails to establish a satisfactory history, deposits are a form of security that shall be required from Customers to ensure payment of bills.

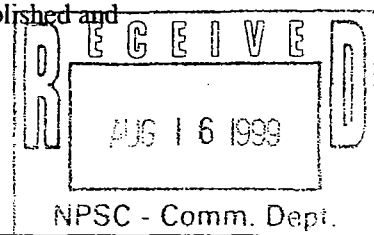
Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for. In the event a Customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer.

Interest will be added to the deposit using the interest rate ordered by the Commission.

.3 Failure to Establish Credit or Pay Deposit

The Company may refuse service if satisfactory credit is not established and may deny or disconnect service if a deposit is not paid.

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4. TERMS AND CONDITIONS (Continued)**.6 Notices**

Notice shall be deemed properly given if delivered in person or when deposited with the U.S. Postal Service.

Written notices provided to the Customer by the Company shall be as follows:

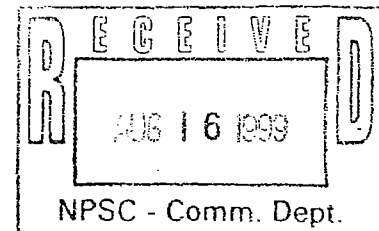
.1 Rate Information

- .1 Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential Customer. Customers shall be advised of changes to the terms and conditions of service no later than the Company's next periodic billing cycle.
- .2 When the Company provides information to the Customer which is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the Company.

.2 Change in Ownership or Identity Notice

The Company will notify its Customers in writing of a change in ownership, or identity of the Customer's service provider on the Customers' next monthly billing cycle.

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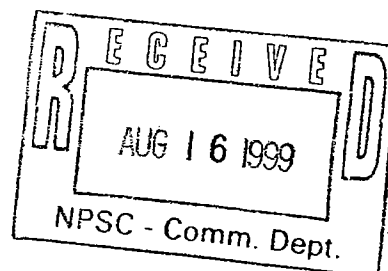
4. TERMS AND CONDITIONS (Continued)**.6 Notices (Continued)****.3 Discontinuance of Service Notice****.1 Notice by Customers**

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

.2 Notice by the Company

Discontinuance of Service by the Company shall only occur as provided under this tariff or pursuant to Commission rules.

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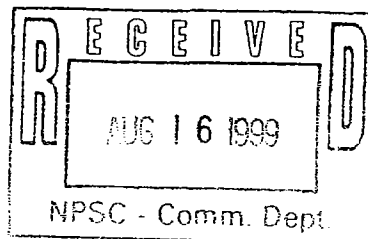
LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)**.6 Notices (Continued)****.3 Discontinuance of Service Notice (Continued)**

Notice to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the Customer prior to termination.

Sprint Notices of Discontinuance shall contain the following information:

- .1 The name and address of the Customer whose account is delinquent.
 - .2 The amount that is delinquent.
 - .3 The date when payment or arrangements for payment are required in order to avoid termination.
 - .4 The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
 - .5 The procedure the Customer may use to request amortization of the unpaid charges.
 - .6 The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.
 - .7 The telephone number of the Commission where the Customer may direct inquiries.
 - .8 Local service may not be discontinued for nonpayment of unregulated competitive services.
 - .9 A statement that the notice will not be effective if the charges involved are part of an unresolved dispute.
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LOCAL EXCHANGE SERVICES**4. TERMS AND CONDITIONS (Continued)****.7 Payment**

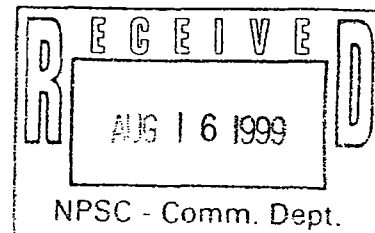
The Customer is responsible for payment of all charges for facilities and services furnished, including charges for services originated, or charges accepted, at such facilities. This Customer responsibility also includes charges associated with the fraudulent use of facilities and services by the Customer or any end users of the Customer.

At such time as the Company or its Agent completes installation or connection of the necessary facilities and/or equipment to provide service the Company shall conduct appropriate tests thereon. Company shall notify the Customer of the activation date and this date shall be the starting date for billing.

Customer shall pay the amount(s) as specified in the tariff for the Services. Non-recurring charges, including construction, are due in advance. Fixed recurring charges shall be billed in advance after the Service date is determined and will be due no later than thirty (30) days after the date of the invoice. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice. Any amount not received within the thirty (30) day period will be subject to the Company's standard late charge of 1.5% per month, or, if lower, the legal limit applicable to such charges. Customer agrees to review each invoice promptly and to notify the Company of any discrepancies within 45 days of receipt of each invoice. In the event that the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of the Customer's usage of Services in the period in question for billing purposes.

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All non-recurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

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4. TERMS AND CONDITIONS (Continued)**.7 Payment (Continued)****.1 Local Exchange Service**

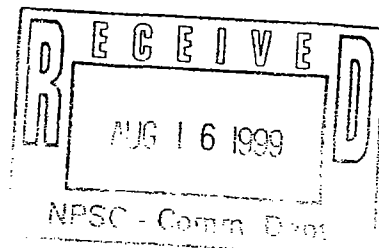
Charges for basic local exchange service are billed monthly, in advance, one month's minimum charge and in arrears for minute of use charges, except when payment for messages is made by cash deposit in a coin telephone. In the case of usage sensitive local calling areas (if applicable) minute of use charges may be billed without being detailed as to the duration, time of day, or destination of individual calls.

.2 Collect, Third Party, or Credit Card Billing or Operator Assisted Billing of Minutes of Use Calls

Where the user of any service where a Usage Rate Schedule is in effect requests that a local area call be charged to the called telephone, a third telephone or to a credit card, supplementary charges apply as delineated in the Operator Service Rate Section in addition to the applicable usage charges.

Where such a user requests that a call billed by the Company outside of the local area be charged to the called telephone, a third telephone, or to a credit card, provisions covering intraLATA toll rates as delineated in the appropriate interexchange tariff will apply.

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LOCAL EXCHANGE SERVICES**4. TERMS AND CONDITIONS (Continued)****7. Payment (Continued)****.3 Late Payment Charge**

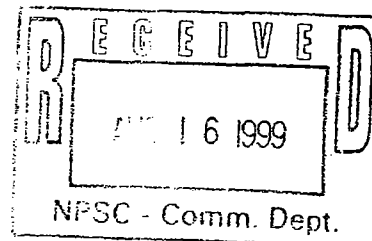
A late payment charge, as described below, will be applied if payment is not received by the company on or before the late payment date which date will be prominently displayed on the Customer's bill. The late payment date will be at least 20 days after the date of presentation on the billing envelope. The Company shall credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.

A late payment charge of 1.5 % or, if lower, the legal limit applicable to such charges applies to each Customer's bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill.

If payment for a current bill is received by the Company before the bill's due date, but for technical or other reasons the payment is not applied to the Customer's account prior to the issuance of a subsequent bill, the Customer shall not be liable for that portion of any unpaid balance attributed to a Late Payment Charge.

A Customer shall not be liable for any Late Payment Charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute.

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4. TERMS AND CONDITIONS (Continued)**7. Payment (Continued)****.4 Non-Sufficient Funds Checks**

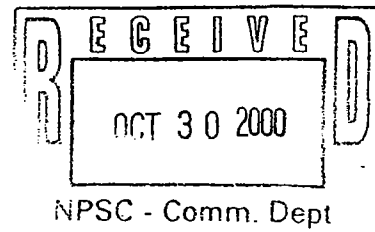
Checks presented in payment for services and subsequently returned to the Company by the Customer's financial institution for "Non-Sufficient Funds" (NSF) or other reasons will incur a non-recurring charge per Customer, per check:

Per NSF Check**\$15.00****(R)**

A Customer will be placed on a "cash only" basis upon receipt of two (2) NSF checks within a twelve (12) month period of time. "Cash only" is herein defined as cashier's checks or money orders.

Receipt of a Non-Sufficient Funds check, by the Company, in response to a notice of discontinuance, shall not constitute payment of the Customer's account and the Company will not be required to issue additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.

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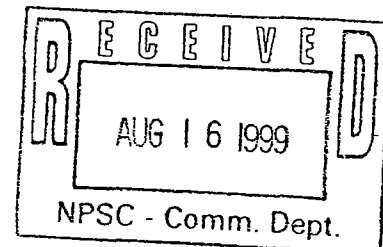
4. TERMS AND CONDITIONS (Continued)**7. Payment (Continued)****.5 Deferred Payment Agreement**

Customers who are indebted to the Company for past due utility service shall have the opportunity to make arrangements with the Company to retire the delinquent amount by Deferred Payment Agreement. All applicants for service, nonresidential Customers, and Customers who have failed to make payment under such a plan during the past twelve (12) months, who are indebted to the Company for past due utility service, may have the opportunity, at the discretion of the Company, to make arrangements with the utility to retire the debt by Deferred Payment Agreement.

.1 The terms and conditions of a Deferred Payment Agreement shall be determined by the Company after consideration of the following:

- .1 Size of the past due account;
- .2 Customer's or applicant's ability to pay;
- .3 Customer's or applicant's payment history;
- .4 Reasons for delinquency; and
- .5 Any other relevant factors relating to the circumstances of the Customer's or applicant's service.

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LOCAL EXCHANGE SERVICES**4. TERMS AND CONDITIONS (Continued)****.7 Payment (Continued)****.6 Cancellation of Application for Service**

When the Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

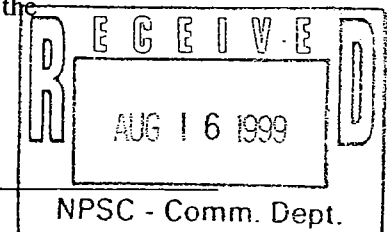
Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases the charge will be based on such elements as the cost of the equipment, facilities, and material, the supervision, general and administrative expense, other provision for return on investment, and any other costs associated with the special construction or arrangements.

.7 Taxes & Surcharges

Customer shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state and federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on the Company's net income). Such taxes and surcharges shall be separately stated on the applicable invoice.

When a municipal corporation, other political subdivision of the state or underlying wholesale service provider collects from the Company a license tax, 911 tax, privilege tax, street use tax, franchise fee, permit fee, number portability charge or any tax, exaction, or fee measured by poles, guys, wires, conduits, manholes, telephones, other units of plant, income or activities as a public service corporation, such taxes, exactions and fees shall, insofar as practicable, be billed pro rata to the exchange Customers receiving service within the territorial limits of the municipal corporation or political subdivision.

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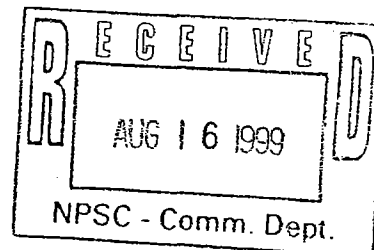
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4. TERMS AND CONDITIONS (Continued)**.8 Disputed Bills**

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the Customer can make the following arrangement:

- .1 First, the Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.
- .2 The undisputed portion of the bill must be paid by the Due By Date shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
- .3 If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim with the Commission within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such claim must be made or service will be interrupted.
- .4 The Company will not disconnect the Customer's service for nonpayment as long as the Customer complies with (2) and (3) above.
- .5 After the investigation and review are completed by the Company as noted in (1) above, if the Customer elects not to make a claim with the Commission, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted.

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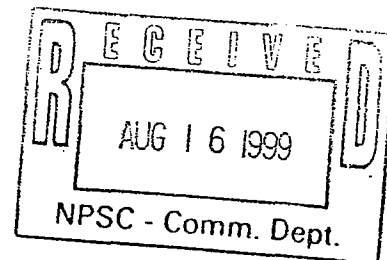
4. TERMS AND CONDITIONS (Continued)**.9 Discontinuance and Restoration of Service****.1 Service May Be Discontinued For Non-Payment of Bills Provided:**

- .1 The bill has not been paid by the due date shown on the bill.
- .2 Notice of the proposed discontinuance is provided pursuant to this tariff.
- .3 Service is not initially discontinued on any Saturday, Sunday, legal holiday, or any other day the Company's service representatives are not available to service Customers.

.2 Fraud

The Company shall have the right to refuse or discontinue service without advance notice if the acts of the Customer are such as to indicate intention to defraud the Company. This includes fraudulently placing and receiving calls and/or providing false credit information.

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LOCAL EXCHANGE SERVICES**4. TERMS AND CONDITIONS (Continued)****.9 Discontinuance and Restoration of Service (Continued)****.3 Other Provisions**

Upon condemnation of all or any material portion of the facilities used by the Company to provide service to a Customer or in the event a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service under this tariff without incurring any liability.

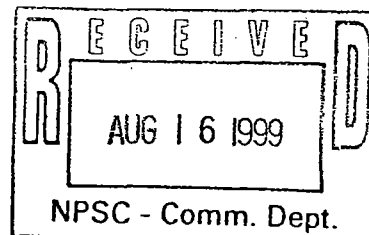
Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may immediately discontinue or suspend service under this tariff without incurring any liability.

If all or any significant portion of the facilities or associated equipment used to provide service to the Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, the Company shall be entitled to elect to terminate service upon written notice to Customer.

Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

The use and restoration of service in emergencies shall be in accordance with the Federal Communications Commission's rules and regulations and the regulations of the Commission which specify the priority system for such activities.

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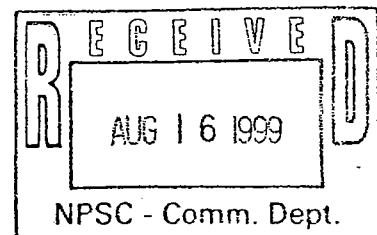
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4. TERMS AND CONDITIONS (Continued).10 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

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4. TERMS AND CONDITIONS (Continued)**.11 Service Connections and Facilities on Customer's Premises****.1 Service Connection Charges**

Service Connection Charges are non-recurring charges for establishing, reestablishing, or modifying telephone services. Service Connection Charges are incurred pursuant to Customer requests only.

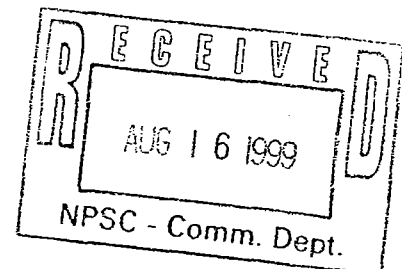
Unless specifically exempted in this or other Sections of this tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.

Standard Service Connection Charges reflect service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer. For Customer requests for expedited services that require installations on a date that is less than the normal offered interval, additional charges related to applicable Service Connection Charges shall apply.

Customer requests performed on an out-of-hours basis shall also incur additional add-ons to applicable Service Connection Charges along with any additional costs that may be involved.

Service Connection Charges for the initial establishment of telephone service are payable with the first bill rendered for service.

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4. TERMS AND CONDITIONS (Continued)**.11 Service Connections and Facilities on Customer's Premises (Continued)****.2 Service Connection**

All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents, vendors, or contractors.

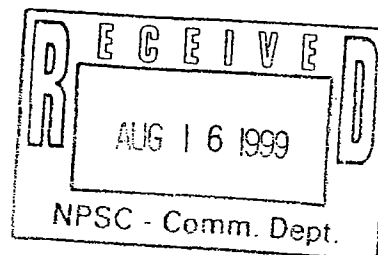
The Company may undertake to use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, joint user, or authorized user may not, nor may he permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.

The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, joint user, or authorized user when the service difficulty or trouble report results from the use of equipment or facilities the Customer, joint user, or authorized user provided.

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LOCAL EXCHANGE SERVICES**4. TERMS AND CONDITIONS (Continued)****.11 Service Connections and Facilities on Customer's Premises (Continued)****.3 Customer Premise Equipment**

The Company shall not be responsible for the installation, operation, or maintenance of Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:

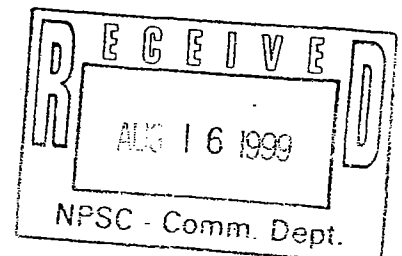
- .1 The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- .2 The reception of signals by Customer provided equipment.

The Customer, authorized user, or joint user is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

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The Company may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.



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4. TERMS AND CONDITIONS (Continued)**.11 Service Connections and Facilities on Customer's Premises (Continued)****.4 Shortage of Equipment of Facilities**

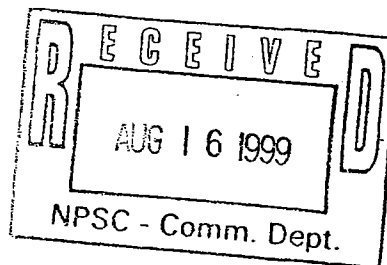
The Company reserves the right to limit or to allocate service when necessary because of a lack of facilities or due to any other cause beyond the Company's control.

The furnishing of all other service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the facilities the Company may obtain from other carriers to furnish service.

.5 Non-Routine Maintenance

At the Customer's request, maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If maintenance is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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LOCAL EXCHANGE SERVICES**4. TERMS AND CONDITIONS (Continued)****.11 Service Connections and Facilities on Customer's Premises (Continued)****.6 Prohibited Uses**

The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

The Company may require applicants for service who intend to use the Company's offerings for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, or disposition without consent shall be null and void.

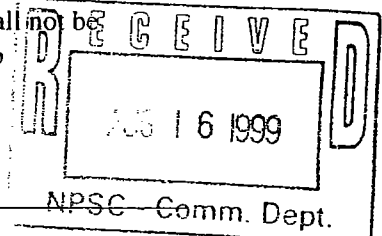
The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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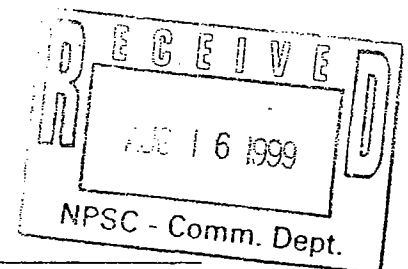
4. TERMS AND CONDITIONS (Continued)**.11 Service Connections and Facilities on Customer's Premises (Continued)****.7 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts' basis at the request of the Customer.

Special construction is that construction undertaken;

- .1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- .2 of a type other than that which the Company would normally undertake in the furnishing of its services;
- .3 over a route other than that which the Company would normally utilize in the furnishing of its services;
- .4 in a quantity greater than that which the Company would normally construct;
- .5 on an expedited basis;
- .6 on a temporary basis until permanent facilities are available;
- .7 involving abnormal costs; or
- .8 in advance of its normal construction.

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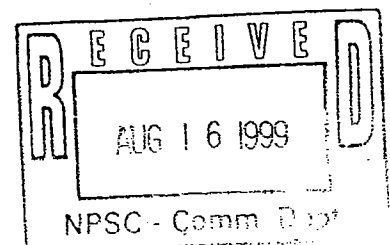
LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)**.11 Service Connections and Facilities on Customer's Premises (Continued)****.8 Station Equipment**

Customer provided terminal equipment on the premises of the Customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user. Conformance of Customer provided station equipment with part 68 of the FCC Rules is the responsibility of the Customer.

The Customer, authorized user, or joint user is responsible for ensuring that Customer provided equipment connected to Company or underlying carrier equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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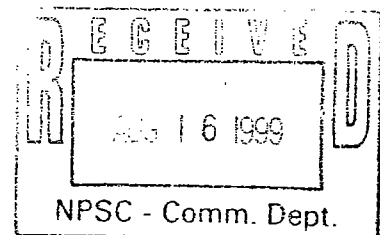
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4. TERMS AND CONDITIONS (Continued)**.12 Obligations of the Customer****.1 Customer Responsibilities**

The Customer shall be responsible for:

- .1 The payment of all applicable charges as set forth in this tariff;
- .2 Damage or loss of the Company's or underlying carrier's facilities or equipment caused by the acts or omissions of the Customer, authorized user, or joint user or the non-compliance by the Customer, authorized user, or joint user with these regulations, or by fire or theft or other casualty on the premises of the Customer, authorized user, or joint user unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- .3 Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company or underlying facilities and equipment installed on the premises of the Customer, authorized user, or joint user and the level of heating and air conditioning necessary to maintain the proper environment on such premises;
- .4 Obtaining, maintaining, and otherwise having full responsibility for all rights of way and conduit necessary for installation of facilities and associated equipment used to provide Service to the Customer, authorized user, or joint user from the point of entry to the termination point of the Customer's premises. Any and all costs associated with the obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company or underlying carrier provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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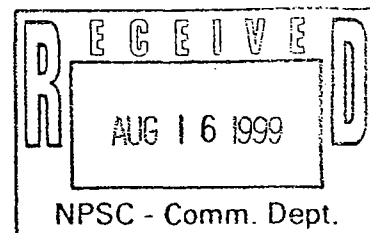
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LOCAL EXCHANGE SERVICES**4. TERMS AND CONDITIONS (Continued)****.12 Obligations of the Customer (Continued)****.1 Customer Responsibilities (Continued)**

- .5 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if harm to the Company's employees or property might result from installation or maintenance by the Company;
- .6 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the premises of the Customer, authorized user, or joint user at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the facilities or equipment of the Company;
- .7 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;
- .8 Keeping the Company's equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or from the locations of such equipment and facilities.

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4. TERMS AND CONDITIONS (Continued)**.13 Limitation of Company's Liability****.1 General Liability**

- .1 These provisions do not apply to error and omissions caused by willful misconduct, fraudulent conduct or violations of laws.
- .2 In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000, unless otherwise determined by the applicable judicial body.
- .3 Except as provided in Sections 1 and 2, listed above, the liability of the Company, agents or contractors for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or facilities furnished by the Company including exchange, toll, E-911, private line, alphabetical directory listings (excluding the use of bold face type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect on any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect. In no event shall company, agents, or contractors be liable for consequential damages.

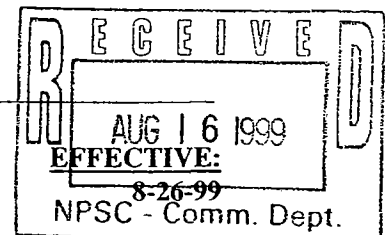
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.2 E-911 Liability

1. E-911 services are furnished subject to all operating failures and interruptions, including, but not limited to, equipment breakdowns, errors, defects, malfunctions and interruptions of service experienced in the regular telephone exchange system. E-911 services are furnished subject to any additional forms of service failures and service degradations resulting from the complexity of the service arrangement, program errors and failures, delays and errors in the input and processing of data used by the Data Management System associated with the E-911 service arrangement. The Company does not undertake to provide a higher level of service reliability and quality than the telephone exchange service being provided in the exchange that E-911 is offered.

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LOCAL EXCHANGE SERVICES**4. TERMS AND CONDITIONS (Continued)****.13 Limitation of Company's Liability (Continued)****.2 E-911 Liability (Continued)**

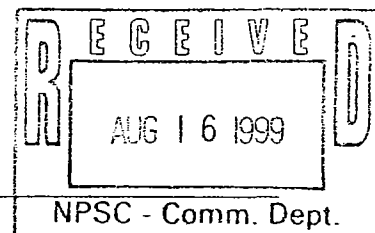
- .2 E-911 service is provided solely for the benefit of the municipal subscriber; and the provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any Company obligation toward or any right of action on behalf of, any third person or other legal entity.
- .3 The Company does not undertake to answer and forward E-911 calls, but furnishes the use of its, or the underlying carriers, facilities to enable the Customer to respond to such calls with the Customer's personnel on the Customer's premises.
- .4 The Company shall not be liable for any loss or damages arising out of errors, interruptions, defects, failures, or malfunctions of E-911 service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures, or malfunctions of the system after the Company has been so notified and has had a reasonable time for repair shall in no event exceed an amount equivalent to the charges made for the service affected for the period following notice from the Customer until the service is restored.

.3 Credit Allowance-Services Other than Directory

The following allowances are provided for interruptions in service, as specified for services furnished by the Company:

- .1 The Company shall allow, for interruptions in exchange telephone service of 24 hours or more not due to conduct of the Customer, an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continued beyond 24 hours, credit allowance will be given in successive 24-hour multiples.
- .2 For purposes of these regulations, an interruption is deemed to exist from the time it is reported to or detected by the Company.

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4. TERMS AND CONDITIONS (Continued)**.13 Limitation of Company's Liability (Continued)****.4 Credit Allowance-Directory**

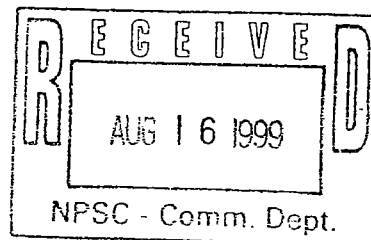
The Company shall allow, for error or omissions in alphabetical telephone directories (excluding the use of bold face type), an amount within the following limits:

- .1 For listings and lines of information in alphabetical telephone directories furnished at additional charges, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
- .2 For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

.5 Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable, at times that will cause the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customer's service.

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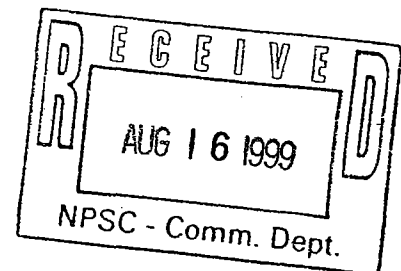
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LOCAL EXCHANGE SERVICES**4. TERMS AND CONDITIONS (Continued)****.14 Claims**

The Customer and any authorized or joint users, jointly and serially, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, authorized user, or joint user furnished or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorney's fees and court costs), or liability arising out of any commission or omission by the Customer, authorized user, or joint user in connection with the service. In the event that any such infringing use is enjoined, the Customer, authorized user, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer, authorized user, or joint user shall defend, on behalf of the Company and upon request by the Company, any suit brought for claim asserted against the Company for any such slander, libel, infringement, or other claims.

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LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)**.15 Tests and Adjustment of Bills for Error****.1 Testing and Adjusting**

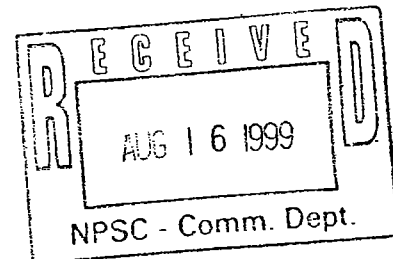
Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's or underlying carrier's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

.2 Inspections

Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer, authorized user, or joint user is complying with the requirements set forth above for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company owned facilities and equipment.

If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

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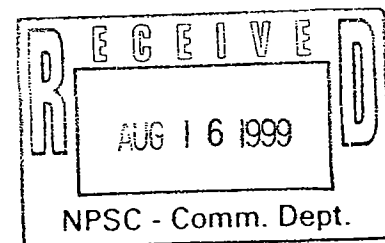
LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)**.16 Services Provided by Other Carriers**

The customer shall have responsibility with respect to billings, charges or disputes related to services used by the Customer that are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the appropriate service provider.

In cases of blatant fraud on the part of another service provider, the Company will exercise its local exchange carrier responsibilities as defined by applicable state or federal law, to protect consumers.

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LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)**.17 Provision and Ownership of Directories**

The Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold the Company free and harmless of and from any claims, loss, damage or liability which may result from the use of such listing. The Company does not undertake to determine the legal, contractual, or other right to use of a name to be listed in a telephone directory of the Company.

The Company, in contract with the directory provider, distributes to its Customers without charge such directory information as in its opinion is generally necessary for the efficient use of the service.

.1 Provision

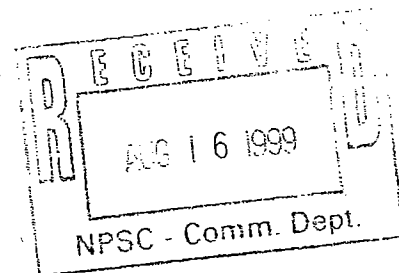
Directories are regularly furnished to Customers as an aid to the use of telephone services. The Company shall have the right to make a charge for directories issued in replacement of directories lost, destroyed, defaced, or mutilated while in possession of Customer, or in response to requests for additional copies.

.18 Provision and Ownership of Telephone Numbers

The Customer has no property right in the telephone number or any right to continuance of service through any particular office. The Company may change the telephone number or the central office designation, or both, of a Customer whenever it deems necessary in the conduct of its business.

The numbers will not be changed as a penalty or to enforce payment for directory advertising charges. Changes may be made if required for engineering or technical reasons.

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LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)**.19 9-1-1 Telecommunication Service**

The Company is obligated to supply the E-911 service provider in the Company's service area with information necessary to update the E-911 database at the time the Company submits Customer orders to the local exchange telecommunications company whose services are being resold pursuant to this tariff.

At such time that the Company provides basic local service to a Customer by means of the Company's own local access facility, or over any other exclusively owned facility, the Company will make the necessary equipment or facility additions in the E-911 service provider's equipment in order to properly update the database for E-911.

The Company will provide facilities to route calls from the end users to the proper Public Safety Answering Point. The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

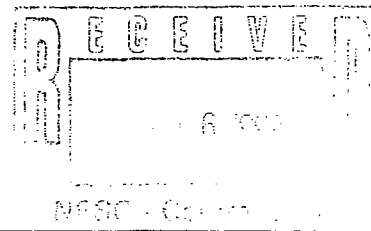
The Company recognizes its responsibility to E-911 administrators, to collect and remit any applicable E-911 taxes or surcharges as required in the serving areas identified per this tariff. All required E-911 taxes or surcharges will be collected and remitted to the appropriate authority as required by the applicable governing body and pursuant to Commission rules.

.20 Individual Case Basis (ICB)

For special situations, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the Customer.

The Company reserves the right to offer special incentives and arrangements when negotiating with prospective entities regarding participation in Company "beta" test scenarios. This includes, but is not limited to, the possible waiver of various initial charges or requirements included within this tariff, if necessary to ensure the participation in the full beta test offering.

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LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)**.21 Promotional Offerings**

The Company may, from time to time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customers awareness of a particular tariff offering. These offerings may be limited to certain dates, times and/or locations. All promotional offerings, as required by the Commission, will be submitted to the Commission for prior review and will be limited in terms of length of time offered.

Sprint Voice CommandSM For Your Home Phone Promotion

New and existing Sprint Voice CommandSM For Your Home Phone customers will be eligible to receive a discounted monthly recurring charge (MRC) of \$5.00. The customer will receive the discounted MRC as long as they remain subscribed to Sprint Voice CommandSM For Your Home Phone or until such time as Sprint may cancel the benefits of this promotion. The discount will be applied as a credit to the customer's invoice. This promotion shall remain in effect through October 10, 2002, unless sooner changed or cancelled by Sprint.

Sprint Voice CommandSM For Your Home Phone Promotion II

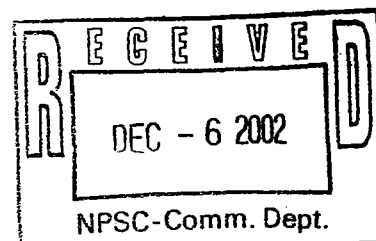
New and existing Sprint Voice CommandSM For Your Home Phone customers will be eligible to receive a discounted monthly recurring charge (MRC) of \$5.00. The customer will receive the discounted MRC as long as they remain subscribed to Sprint Voice CommandSM For Your Home Phone or until such time as Sprint may cancel the benefits of this promotion. The discount will be applied as a credit to the customer's invoice. This promotion shall remain in effect through April 18, 2003, unless sooner changed or cancelled by Sprint.

Sprint Voice CommandSM For Your Home MRC Promotion

Sprint Voice CommandSM For Your Home customers may be eligible to receive a credit for one monthly recurring charge (MRC) of \$5.00. When a customer completes a Voice Command Online Usability Survey they will receive a \$5.00 credit on their invoice. If a customer cancels Sprint service they will not receive the credit. This promotion shall remain in effect through May 31, 2003, unless it is changed or cancelled by Sprint.

(N)
|
(N)

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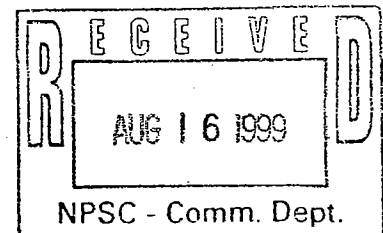
**ISSUED:**
12-05-02**State Tariffs**
6450 Sprint Parkway
Overland Park, KS 66251**EFFECTIVE:**
12-18-02

LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)

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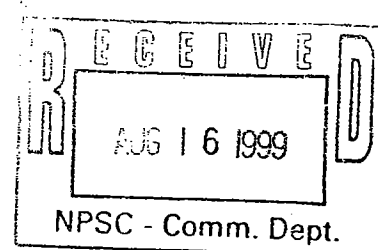
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LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)

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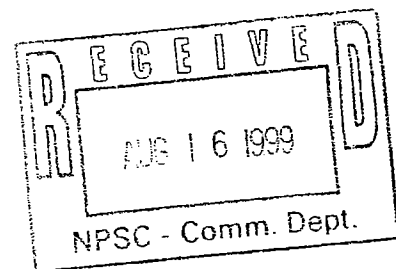
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LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)

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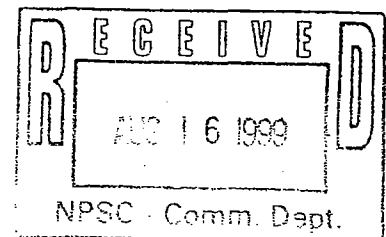
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LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)

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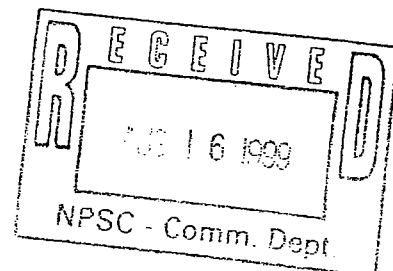
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LOCAL EXCHANGE SERVICES

4. TERMS AND CONDITIONS (Continued)

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LOCAL EXCHANGE SERVICES**5. PRODUCT DESCRIPTIONS AND RATES****.1 Local Exchange Service**

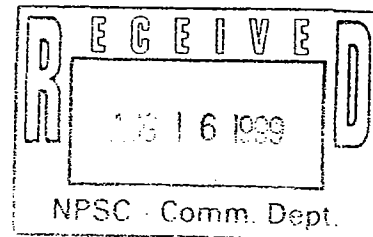
Local Exchange Service consist of services furnishing switched communication in connection with one-way and/or two-way information transmission points within a Local Calling Area offered pursuant to this tariff. Local Exchange Services provide a Customer with a connection to the public switched network which enables the Customer to:

- .1 Receive calls from other stations on the public switched telephone network;
- .2 Access intraLATA, interLATA, intrastate, interstate and international calling services provided by other certified common carriers;
- .3 Access (at no additional charge) the Company's operator and customer service center for service related assistance; access toll-free telecommunications services such as 800, 888, 877 NPA; and access 9-1-1 service for emergency calling.

If available in the territory of the underlying incumbent local exchange carrier, Local Exchange Services may be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, etc.). Calls to those numbers and other numbers used for caller-paid information services can be blocked by the Company's switch at the Customer's request. Customers that request Call Blocking will be charged as per this tariff.

Local Exchange Service provides an individual access line for the transmission of two way switched voice or data communication within a local calling area. The individual access line is the connecting facility between a Customer's premise and a serving central office that provides Customer access to the switched network for placing and receiving calls. The individual access line also enables the Customer to access the service of long distance carriers.

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LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)

.1 Local Exchange Service (Continued)

.1 Basic Business Service

Sprint offers business customers a flat rate monthly recurring charge for all their (T)
local calling needs. The customer is provided an individual access line and (T)
unlimited calling within their local calling area.

Touch Tone service provides for the origination of calls by means of
instrumentalities equipped for tone-type signaling. There is no charge associated
with Touch Tone service.

.1 Monthly Recurring Charges^{1,2}

1. Local Access Line

Per Month	\$40.00
-----------	---------

2. Zone Charges

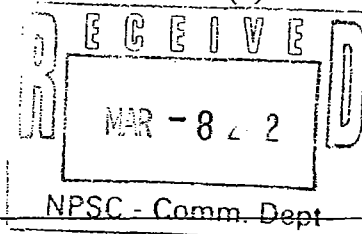
A Zone Charge may apply in addition to the Local Access Line rate depending
on which Exchange a customer resides within. When a Customer orders service
the zone which applies will be validated with US WEST.

	Monthly Recurring Charges
Zone 1	\$ 1.25
Zone 2	\$ 3.25
Zone 3	\$ 5.75

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¹ FCC Line Charges apply in addition to monthly rates, per line/trunk: Authorized FCC Rate. (T)

² Calling Areas are specified in Section 2 of this tariff.



LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)**.2 Service Connection Charges**

Service connection charges are nonrecurring charges which apply for the connection, move, or change of local telephone service. One or more Service Connection Charges may apply to each Customer order depending upon the work functions performed.

All changes in location of customer's service from one premises to another are treated as new service establishment with Service Connection Charges applying. Service Connection Charges are associated with, but not necessarily limited to:

.1 Installation of Service

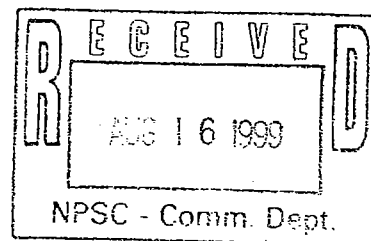
Applies for establishing each initial or additional line or trunk. The charge includes initial ordering, central office work and exchange access line work.

.2 Record Change

Record Change will apply if Installation of Service or Change Order are not applicable. This charge applies for transfers of responsibility. It also applies for adding or rearranging:

- .1 Custom Calling Services
- .2 Hunting
- .3 Blocking
- .4 Directory Listings

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LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)**.2 Service Connection Charges (Continued)****.3 Number Change**

Applies for each telephone number changed when requested by the customer.

.4 Primary Interexchange Carrier (PIC) Change

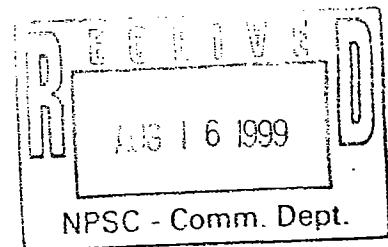
This refers to an arrangement whereby a customer may select and designate an Interexchange Carrier to access, without an access code, for interLATA and intraLATA calls.

Single line customers requesting a PIC to only one line will incur the per line charge. Multiline customers requesting a PIC to more than one line in a single request will incur the per line charge for the first line and the additional line charge for each additional line.

.5 Rates**.1 Business Service**

	Non- Recurring Charges
Installation of Service, Each New and/or Additional Line	\$45.00
Record Change	\$10.00
Number Change	\$10.00
PIC Change-IntraLATA	\$ 5.00

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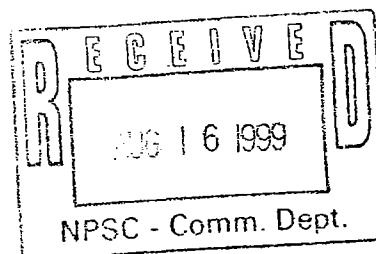
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LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)

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LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)**.3 Custom Calling Services**

Custom Calling Services are optional service arrangements of central office features furnished to individual line customers. The following custom calling features are available within the exchange area of all exchanges served by a central office where facilities and operating conditions permit. Customers may subscribe to one or more of the following features.

.1 Features and Functions**.1 Call Forwarding Features**

The Call Forwarding customer is responsible for payment of local, toll or other charges associated with each call between the called number and the forwarded number.

.1 Call Forwarding

Permits the customer to automatically forward all incoming calls to another telephone number, and to restore it to normal operations at the customer's discretion.

.2 Call Forwarding-Busy

Permits the Customer to have all incoming calls automatically forwarded to a predetermined telephone number in a different central office switch when the customer's line is busy.

.3 Call Forwarding-No Answer

Permits the forwarding of incoming calls when the customer's line remains unanswered after a designated number of rings. The number of rings and the forwarded number are predetermined by the customer order.

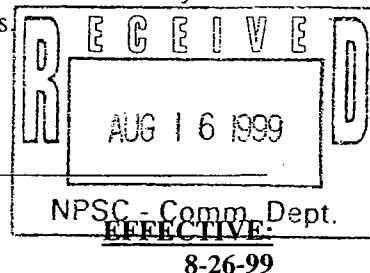
.4 Call Forwarding-Busy/No Answer

Permits the forwarding of incoming calls when the customer's line is busy or remains unanswered after a designated number of rings.

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LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)**.3 Custom Calling Services (Continued)****.1 Features and Functions (Continued)****.1 Call Forwarding Features (Continued)****.5 Call Forwarding-Select**

Permits the Customer to automatically forward calls from preselected numbers to another telephone number and to restore it to normal operation at their discretion. The customer may create or modify the list of numbers by dialing an activation code.

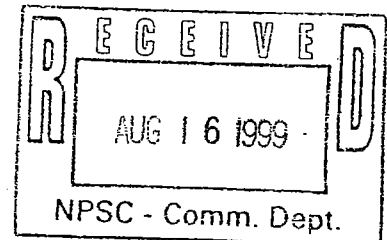
.2 Call Waiting

Call Waiting permits the customer engaged in a call to receive a tone signal indicating a second call is waiting; and, by depressing the switchhook, or "flash" feature on the telephone instrument, places the first call on hold and answers the waiting call. The customer may alternate between the two calls by depressing the switchhook or "flash" feature. The customer disables Call Waiting for the duration of an outgoing call by dialing an activation code immediately prior to placing the call. Call Waiting is automatically reactivated when the customer disconnects from the call.

.3 Three-Way Calling

Three-Way Calling permits the customer to add a third party to an established connection on both outgoing and incoming calls without operator intervention.

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LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)**.3 Custom Calling Services (Continued)****.1 Features and Functions (Continued)****.4 Speed Dial**

Speed Dial permits the customer to place calls to other telephone numbers by dialing a code rather than the complete telephone number. This feature is available as an eight (8) or thirty (30) code list.

.5 Distinctive Ringing

Distinctive Ringing allows the customer to program telephone numbers of selected callers, enabling the customer to distinguish certain incoming calls from all others by a distinctive ringing pattern. If a customer also subscribes to Call Waiting, calls from the selected numbers will be distinguished by a special Call Waiting tone. The customer may create or modify the list of numbers by dialing an activation code.

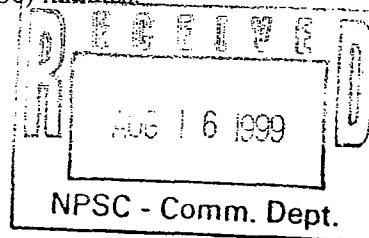
.6 Selective Call Rejection

Selective Call Rejection allows a Customer to block incoming calls from a preselected list and/or the last incoming call, even if the number is not known. Unknown numbers may be added to the preselected list by entering a code after receiving the call. This service is available where facilities exist and are technologically and economically feasible. Blocked calls are routed to a recorded announcement which specifies that the called party is not accepting calls. Diverted callers will not be billed for intraLATA toll charges.

.7 Return Call

Return Call allows the customer to automatically redial the last incoming call whether answered or not. If the line is busy, Return Call rings back the customer when the line is no longer busy, for up to thirty (30) minutes.

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LOCAL EXCHANGE SERVICES**5. PRODUCT DESCRIPTIONS AND RATES (Continued)****.3 Custom Calling Services (Continued)****.1 Features and Functions (Continued)****.8 Signal Ring**

Signal Ring provides the customer with one or two additional telephone numbers on the primary line, each with its own distinctive ringing pattern. The designated primary number will receive a normal ringing pattern.

Directory listings are provided for each telephone number associated with Signal Ring. Charges for additional listings or other directory services will apply to all associated Signal Ring numbers.

Service Connection charges may apply to any changes in the listings for telephone numbers associated with Signal Ring.

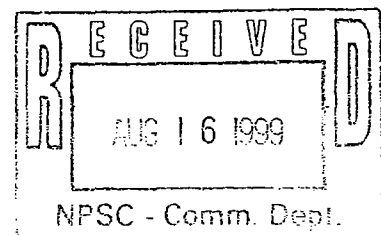
Only one nonrecurring charge will apply per order to install Signal Ringing Service.

The distinctive ringing patterns associated with this service may not be recognized by some customer provided terminal equipment.

.9 Repeat Dialing

Repeat Dialing allows the customer to dial a code initiating the switch to automatically place a call to the last outgoing number stored. Each time a customer dials, the most recent number is stored. When the called number is busy, the number will be automatically redialed for a limited period of time. A tone alerts the customer when the called number becomes available.

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5. PRODUCT DESCRIPTIONS AND RATES (Continued)**.3 Custom Calling Services (Continued)****.1 Features and Functions (Continued)****.10 Caller ID**

Caller ID allows a customer to view, on a display unit, the Calling Party Number (CPN) on incoming telephone calls.

Caller Identification customers who do not wish to receive blocked calls can activate Anonymous Call Rejection by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to business customers of Caller ID where technically feasible.

.11 Caller ID with Name

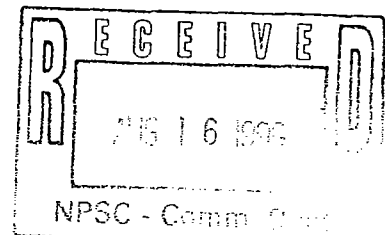
Caller ID with Name allows a customer to view, on a display unit, the Calling Party Number (CPN) and the Calling Party Directory Name (CPDN) on incoming calls.

Caller Identification customers who do not wish to receive blocked calls can activate Anonymous Call Rejection by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to business customers of Caller ID where technically feasible.

.12 Personalized Number

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Personalized Number allows a customer to request a specific telephone number, if that number is available.



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LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)

.3 Custom Calling Services (Continued)

.2 Rates (Continued)

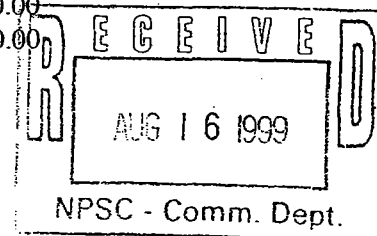
The following monthly recurring charges and non-recurring recurring charges apply to Custom Calling Services. The non-recurring feature installation charge will apply per line, per customer request to establish or change one or more custom calling features.

.1 Business Service

	Monthly Recurring Charges
Call Forwarding	\$ 5.00
Call Forwarding-Busy	\$ 3.00
Call Forwarding-Busy/No Answer	\$ 5.50
Call Forwarding-No Answer	\$ 4.00
Call Forwarding-Select	\$ 3.50
Caller ID	\$ 7.50
Caller ID With Name	\$ 7.95
Call Waiting	\$ 5.00
Distinctive Ringing	\$ 3.50
Repeat Dialing	\$ 3.00
Return Call	\$ 3.50
Selective Call Rejection	\$ 4.50
Signal Ring-1 Number	\$ 7.45
Signal Ring-2 Numbers	\$ 5.25
Signal Ring-3 Numbers	\$ 5.25
Speed Dial-8	\$ 2.50
Speed Dial-30	\$ 4.00
Three-Way Calling	\$ 4.00

	Non- Recurring Charges
Feature Installation	\$10.00
Signal Ring Number Change	\$10.00

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LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)**.4 Operator Services****.1 Local Operator Assistance**

When customers request that a call be handled in such a manner that operator assistance in completion of the call is necessary, such as alternate billing, person-to-person services, operator dialed or requests other special handling of the call, Operator Assistance surcharges apply as set forth within.

.1 Station-to-Station

Refers to calls other than person-to-person calls billed to calling number, called number or to a third number. Calls may be completed with or without the assistance of a Company operator.

.2 Person-to-Person

Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the calling station, called station, or a third number.

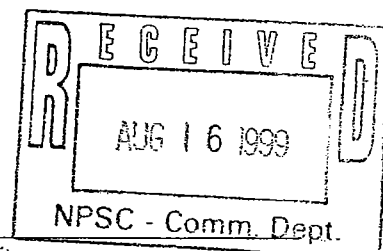
.3 Busy Line Verify

Upon request of a calling party the Operator will verify a busy condition on a called line. The operator will determine if the line is clear or in use and report to the calling party.

.4 Busy Line Interrupt

Upon request of a calling party the operator will interrupt the call on the called line only if the calling party indicates an emergency.

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LOCAL EXCHANGE SERVICES**5. PRODUCT DESCRIPTIONS AND RATES (Continued)****.4 Operator Services (Continued)****.1 Local Operator Assistance (Continued)**

Station-to-Station calls may be operator handled, partially automated or fully automated. Person-to-Person calls may be operator handled or partially automated.

(N)

.1 Operator Handled

Operator Handled service occurs when the person originating the call dials zero or a special access number (e.g., an 800/888 number), and the operator dials the number and collects billing information for completion of the call. Non-automated service includes service that is not fully automated or semi-automated. When an operator re-establishes a non-automated call which has been interrupted due to a problem on the network after the called number has been reached, no additional operator service charge shall apply.

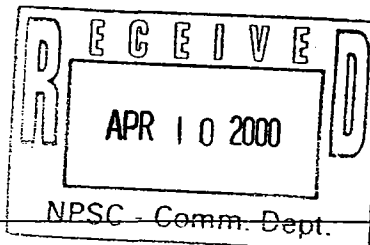
.2 Partially Automated

Partially Automated service occurs when the person originating the call dials zero or a special access number (e.g., an 800/888 number), then dials the desired telephone number, and the operator collects billing information for completion of the call. When an operator re-establishes a semi-automated call which has been interrupted due to a problem on the network after the called number has been reached, no additional operator service charge shall apply.

.3 Fully Automated

Fully automated service occurs when the person originating the call dials zero or a special access number (e.g., an 800/888 number), then dials the desired telephone number, and then dials the service selection codes as instructed by the automated billing equipment, and the call is completed without the assistance of an operator.

(N)



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LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)

.4 Operator Services (Continued)

.1 Local Operator Assistance (Continued)

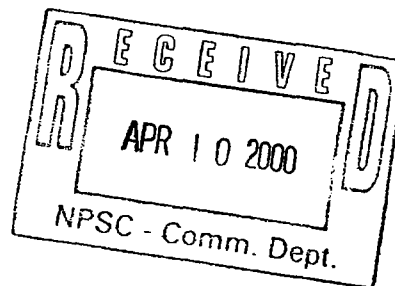
.2 Rates (Continued)

.1 Call Placement Charges

	Fully Automated	Partially Automated	Operator Handled	(I)(T)
Person-to-Person	N/A	N/A	\$6.50	
Person-to-Person-Third Number	N/A	\$5.25	\$6.50	
Person-to-Person-Collect	N/A	N/A	\$6.50	
Station-to-Station	N/A	N/A	\$3.95	
Station-to-Station-Third Number	\$2.45	\$2.45	\$3.95	
Station-to-Station Collect	\$2.45	\$2.45	\$3.95	(I)(T)
Busy Line Verify	N/A	N/A	\$6.95	(T)
Busy Line Verify-Alternate Billing	N/A	N/A	\$6.95	(N)
Busy Line Interrupt*	N/A	N/A	\$6.00	(T)
Busy Line Interrupt-Alternate Billing*	N/A	N/A	\$9.95	(N)

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* A Busy Line Verify charge also applies.



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LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)**.4 Operator Services (Continued)****.2 Directory Assistance****.1 Directory Assistance**

Customers may obtain directory assistance in determining telephone numbers by calling the Directory Assistance (DA) operator. A maximum of two requested telephone numbers will be provided for each Directory Assistance call.

When a customer requests operator assistance to place a call to Directory Assistance, the Local Operator Assistance charge applies in addition to the Directory Assistance charge.

Calls to Directory Assistance from lines of customers who have been certified by a registered physician or recognized agency as unable to use a directory because of a physical handicap are not subject to charge.

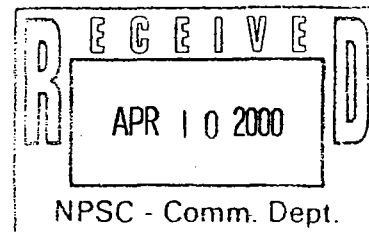
Directory Assistance calls may be alternately billed to a Third Number.

(C)

(C)
(M)

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- (M) Directory Assistance Call Completion has been moved to Original Page 84.1. Directory Assistance rates have been moved to Original Page 84.3.



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LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)**.4 Operator Services (Continued)****.2 Directory Assistance****.2 Directory Assistance Call Completion (DACC)**

(T)(M)

Allows a customer, where available, to request the completion, of local or IntraLATA long distance calls by either the Directory Assistance operator or the Directory Assistance audio response system that provides the requested directory number. The DACC charge applies in addition to the Directory Assistance per-call charge.

(N)(M)
(N)

The DACC portion of the call may either be billed in the same manner as the Directory Assistance portion of the call or it may be billed collect or to a third number.

(N)

The following services are available:

.1 Fully-Automated DACC

The customer receives the requested directory number from an automated voice system. The customer accepts DACC by depressing a button (touch-tone) or responding by voice (dial) when prompted by the DACC announcement.

.2 Partially-Automated DACC (Continued)

The customer receives the requested directory number and requests the operator to complete the call to the requested number.

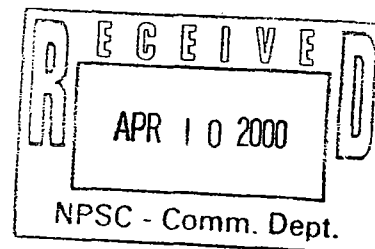
.3 Person-to-Person DACC

The customer receives the requested directory number and requests the operator to complete the call to a specified person.

(N)

(M) Text was previously located on Original Page 84.

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LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)**.4 Operator Services (Continued)****.2 Directory Assistance****.3 National Directory Assistance Service**

(N)

National Directory Assistance (NDA) Service provides customers the name, address, telephone number, and area code of telephone subscribers outside the customer's local Directory Assistance area. The NDA information may include Directory Assistance information for anywhere in the United States except for listing that are non-published, non-listed or not found.

NDA Service is provided subject to the availability of facilities and is accessed by dialing 411 or such number(s) as the Company may designate.

A NDA charge applies whether or not a number or listing information is provided, including requests for numbers that are non-published, non-listed or not found.

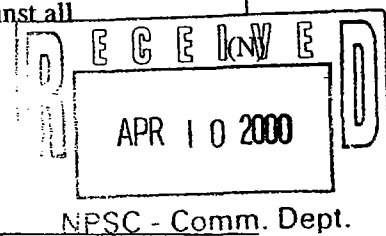
A NDA charge will not apply when the request results in the calling party receiving a wrong number, provided the calling party reports the wrong number to the Company.

Customers will be charged for each NDA call. A maximum of two requests for listings will be allowed per call.

A Customer may request both an NDA listing and a listing located within the customer's local Directory Assistance area on the same call. The customer will be charged a NDA per-call charge and a per-call charge for the local Directory Assistance area request.

The Company is not liable for any errors or omissions, whether arising through negligence or otherwise in the information furnished and the customer shall save the Telephone Company harmless against all claims that may arise from the use of such information.

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LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued).4 Operator Services (Continued).2 Directory Assistance.4 Rates.1 Directory Assistance (DA)

Charges apply on a per-call basis.

Direct Dial	\$0.85	(T)(M)
Operator Dialed	\$4.80	(T)
Alternate Billing-Fully Automated	\$3.30	(D)(M)
Alternate Billing-Non-Automated	\$4.80	(N)
Alternate Billing-Partially Automated	\$3.30	(N)

.2 Directory Assistance Call Completion

Directory Assistance Call Completion charges apply in addition to a Directory Assistance charge.

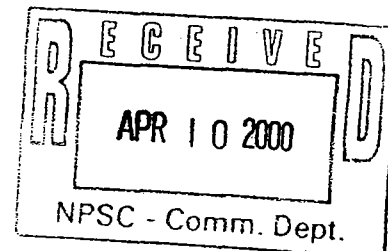
Direct Dialed	\$0.85	(R)(M)
Business Call Completion	\$0.85	(N)
Alternate Billing-Fully Automated	\$3.30	
Alternate Billing-Non-Automated	\$4.80	
Alternate Billing-Partially Automated	\$3.30	

.3 National Directory Assistance (NDA)

Direct Dialed	\$0.85	
Operator Dialed	\$1.65	
Alternate Billing-Fully Automated	\$3.30	
Alternate Billing-Non-Automated	\$4.80	(N)

(M) Text was previously located on Original Page 84.

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LOCAL EXCHANGE SERVICES**5. PRODUCT DESCRIPTIONS AND RATES (Continued)****.5 Directory Listings**

The Company provides for a single directory listing in the alphabetical (white) section of the telephone directory published by the dominant exchange service provider in the Customer's exchange area and the local directory assistance data base free of charge upon initiation of basic local exchange service. Rules and regulations governing the provisioning of directory listings apply as specified in the dominant local exchange carrier tariffs.

Additional listings and/or special types of listings may be provided for a charge. Non-published listings are not listed in the directory nor in the Company's Directory Assistance Records. Changes and/or additions to directory listings may incur applicable charges as specified below.

.1 Descriptions**.1 Listing-Primary**

This listing is the Primary listing in the alphabetical directory. One Primary Listing for each Company and Certified Telecommunications Provider end user is provided without charge.

.2 Listing-Additional

Business additional listings may be the names of firms or corporations which the customer or authorized user owns or controls or is duly authorized to represent.

.3 Listing-Alternate

Listing of an alternate telephone number to direct callers to other telephone numbers. Names of individuals are not permitted. Text may not exceed one line.

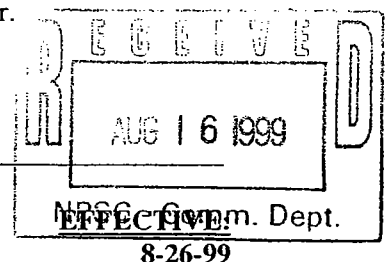
.4 Listing-Cross Reference

A listing of the name by which the Customer is commonly known to the public and includes a reference to the Customer's other listed name. Cross Reference listings may also include the Customer's phone number.

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LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)**.5 Directory Listings (Continued)****.1 Descriptions (Continued)****.5 Listing-Foreign Directory**

This listing is furnished at the request of the customer in the alphabetical directory of an exchange other than the one in which they would normally be shown.

.6 Listing-Non-Published

At the request of the customer, any one or all of the customer's listings may be omitted from the directory and not listed in the Directory Assistance records.

.7 Listing-Non-Listed

At the request of the customer, any one or all of the customer's listings may be omitted from the directory but listed in the Directory Assistance records available to the general public.

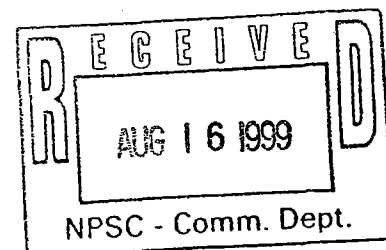
.8 Listing Installation

Nonrecurring charge associated with the establishment of a Listing-Primary, Listing-Additional, and Listing-Foreign, which applies per listing ordered.

.9 Listing Add/Change

A non-recurring charge applies per Directory Listing changed at the request of the customer.

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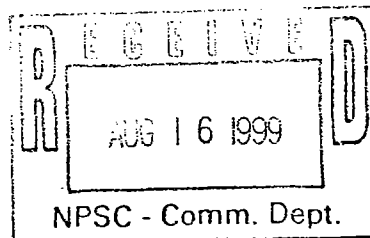


LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)**.5 Directory Listings (Continued)****.2 Rates****.1 Business Service**

	Monthly Recurring Charges
Initial Listing-White Pages	\$0.00
Listing-Additional	\$6.00
Listing-Alternate	\$6.00
Listing-Cross Reference	\$6.00
Listing-Foreign Directory	\$6.00
Listing-Non-Listed	\$2.50
Listing-Non-Published	\$3.00
	Non- Recurring Charges
Listing Installation	\$10.00
Listing-Non-Listed	\$15.00
Listing-Non-Published	\$15.00
Listing-Add/Change	\$10.00

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LOCAL EXCHANGE SERVICES**5. PRODUCT DESCRIPTIONS AND RATES (Continued)****.6 Direct Inward Dial (DID) Number Blocks****.1 Description**

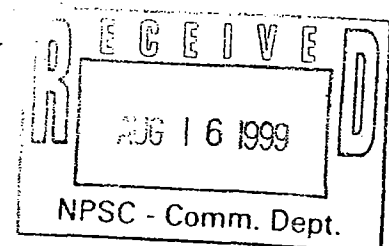
DID numbers are required for use with various products as defined in this tariff.
DID numbers can be ordered on an individual basis or in blocks of 20, on a month-to-month basis.

.2 Rates

	Non- Recurring <u>Charges</u>	Monthly Recurring <u>Charges</u>
DID Number-Single ¹	\$ 1.00	\$ 0.15
DID Number-20 ¹	\$20.00	\$ 3.00

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¹ Rates apply only if the customer does not currently subscribe to DID service.



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LOCAL EXCHANGE SERVICES**5. PRODUCT DESCRIPTIONS AND RATES (Continued)****.6 Direct Inward Dial (DID) Number Blocks (Continued)****.3 DID Change Charges**

Customers may request the following changes to their DID service for a charge.

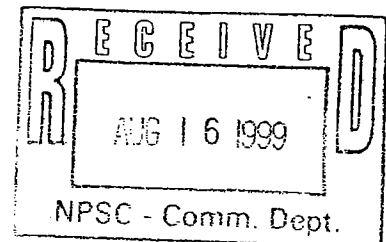
- .1 Temporary or permanent number removal from a sequential number block.
- .2 Change the number of digits outpulsed to the PBX.
- .3 Change signaling from dual tone multifrequency signaling to dial pulse, or vice versa.

The rerouting of telephone numbers to another trunk or trunk group will incur the same charges as the initial installation of DID numbers.

.1 Rates

	Non- Recurring <u>Charges</u>
Number Removal	\$450.00
Temporary Number Removal	\$ 50.00
Digits Outpulsed Change	\$ 50.00
Signaling Change	\$ 50.00

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LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)**.7 Analog PBX Trunks****.1 Description**

Available Analog PBX (Local Access Trunk) service offerings are described below. Zone Charges may apply in addition to trunk charges. When either the Local Access Trunk DID or Local Access Trunk DID 2-Way service are requested, DID numbers charges will apply.

Three types of trunk signaling are also available, DP (Dial Pulse) signaling, MF (Multi Frequency) signaling and DTMF (Dual Tone Multi Frequency) signaling, one of these types of signaling must be selected by the customer.

.1 Local Access Trunk 2-Way

An analog PBX trunk allowing inward and outward calling.

.2 Local Access Trunk Outward

An analog PBX trunk allowing outward calling only.

.3 Local Access Trunk Inward

An analog PBX trunk allowing inward calling only to the PBX.

.4 Local Access Trunk DID

An analog PBX trunk allowing inward calls to the station level. This service includes Hunting. Local Access Trunk DID service does not allow for transfer capability.

.5 Local Access Trunk DID 2-Way

An analog PBX trunk allowing inward calls to the station level and outward dialing. This service includes E&M signaling and hunting.

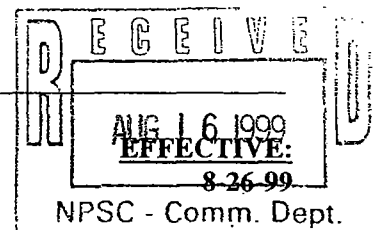
.6 Local Access Trunk DID with Transfer

An analog PBX trunk allowing inward calls to the station level and DID call transfer capability. This service includes hunting and reverse battery signaling.

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LOCAL EXCHANGE SERVICES**5. PRODUCT DESCRIPTIONS AND RATES (Continued)****.7 Analog PBX Trunks (Continued)****.2 Rates**

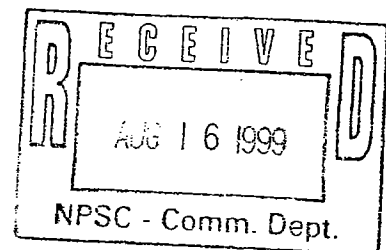
	Non- Recurring <u>Charges</u>	Monthly Recurring <u>Charges</u>
Local Access Trunk 2-Way	\$ 45.00	\$ 48.45
Local Access Trunk Outward	\$ 45.00	\$ 48.45
Local Access Trunk Inward	\$ 45.00	\$ 48.45
Local Access Trunk DID (DP or MF)	\$ 95.00	\$ 88.45
Local Access Trunk DID 2-Way	\$ 95.00	\$120.45
Local Access Trunk DID with Transfer	\$ 95.00	\$120.45

.3 Zone Charges

A Zone Charge may apply in addition to the Local Access Trunk rate depending on which exchange customer resides within. When a Customer orders service the zone which applies will be validated with US WEST.

	Monthly Recurring <u>Charges</u>
Zone 1	\$ 1.25
Zone 2	\$ 3.25
Zone 3	\$ 5.75

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LOCAL EXCHANGE SERVICES**5. PRODUCT DESCRIPTIONS AND RATES (Continued)****.8 Digital Trunking Service (DTS)****.1 Digital Trunking Service Description**

Provides for digital access from the customer's premises to the central office via a DS1 (1.544 Mbps) connection. This connection provides the equivalent of 24 access lines between a customer's premises and a central office that can be used for PBX trunks, which can be one-way, two-way or Direct Inward Dial (DID). Digital trunking service is provided in a base capacity of 24 channels.

.2 Required Service Components**.1 DTS Local Channel**

Provides a 1.544 Mbps digital multichannel trunking between the serving central office and the customer's premises providing a maximum capacity of twenty-four DS0s. A DTS Local Channel (1.544 Mbps) may be provisioned on a DS-3. The following options are available for DTS Local Channel:

.1 DTS Local Channel

Provides service for all analog central offices and those digital central offices where line side capabilities such as dial tone, ground start and multi-line hunt group and/or services such as Custom Calling Features are required.

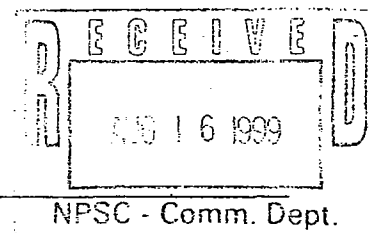
.2 DTS Local Channel Advanced

Provides service for digital central offices where no line side capabilities or services are required.

.3 DTS Local Channel Advanced-T-3

This DTS Local Channel applies to DTS Local Access DID & DTS Local Access DID 2-Way, which are to be provisioned on a customer's existing DS-3.

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LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)**.8 Digital Trunking Service (DTS) (Continued)****.2 DTS Local Access**

DTS Local Access includes the central office exchange access line equipment for use of the public switched telephone network. The following options are available for DTS Local Access and allows for any mix of the following PBX Trunks.

- .1 DTS Local Access 2-Way - Digital PBX trunk allowing inward and outward calling.

.2 DTS Local Access Outward

Digital PBX trunk allowing outward calling only. DTS Local Access Outward may be provided with or without Answer Supervision.

.3 DTS Local Access Inward

Digital PBX trunk allowing inward calling only.

.4 DTS Local Access DID

Digital PBX trunk allowing inward calls directly to the station level. Hunting is included with this option. A non-recurring DTS Line Termination charge and monthly recurring and non-recurring DID number charges apply per this tariff.

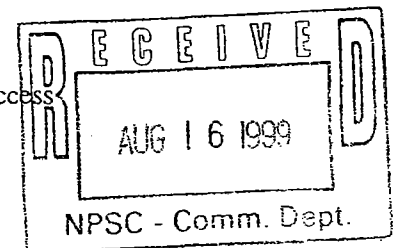
.5 DTS Local Access DID 2-Way

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Digital PBX trunk allowing inward calls to the station level and outward dialing. Hunting is included with this option. A non-recurring DTS Line Termination charge and monthly recurring and non-recurring DID

Number charges apply per this tariff.

A non-recurring charge applies for each type of DTS Local Access offered.



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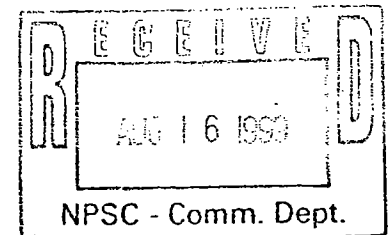
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LOCAL EXCHANGE SERVICES**5. PRODUCT DESCRIPTIONS AND RATES (Continued)****.8 Digital Trunking Service (DTS) (Continued)****.3 Rates**

	Non- Recurring <u>Charges</u>	Monthly Recurring <u>Charges</u>
DTS Local Channel	\$1,110.00	\$335.00
DTS Local Channel Advanced	\$1,110.00	\$150.00
DTS Local Channel Advanced-T3	\$1,110.00	\$0.00
DTS Local Access 2-Way	\$ 75.00	\$30.00
DTS Local Access Outward	\$ 75.00	\$23.00
DTS Local Access Inward	\$ 75.00	\$30.00
DTS Local Access DID	\$ 125.00	\$63.00
DTS Local Access DID-2 Way	\$ 125.00	\$63.00

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LOCAL EXCHANGE SERVICES**5. PRODUCT DESCRIPTIONS AND RATES (Continued)****.8 Digital Trunking Service (DTS) (Continued)****.4 DTS Change Charges****.1 DTS Service Change**

This charge applies to all miscellaneous rearrangements or changes to DTS trunks, per trunk.

.2 DTS Local Access Change

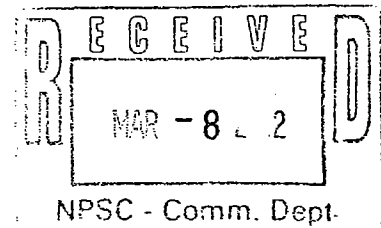
This charge applies when changing from a DTS Local Channel to a DTS Local Channel Advanced, or vice versa.

	Non- Recurring <u>Charges</u>
DTS Service Change	\$50.00
DTS Local Access Change	\$70.00

.5 FCC Line Charges

The FCC Line Charges will apply per DTS Local Access basis Component activated by the Customer. There are 24 access components available per DTS Local Channel.

<u>Component</u>	Monthly Recurring <u>Charges</u>	
FCC Line Charge-DTS (Per Activated Component)	*	(T)



* Authorized FCC Rate.

(N)

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LOCAL EXCHANGE SERVICES**5. PRODUCT DESCRIPTIONS AND RATES (Continued)****.9 Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI)****.1 ISDN-PRI Description**

ISDN-PRI is a high speed end-to-end digital switched service that provides PBX and host computers access to switched services via an ISDN central office. The service can carry voice, data and video simultaneously. Traffic can be inward, outward or a combination of both. This is controlled by the Customer's CPE.

A standard service consists of up to twenty-three "B"earer channels and one "D"elta channel at a total speed of 1.544 Mbps. The D channel is used for signaling and control the B channels. A D channel can be shared by multiple PRI services. The local channel may be a DS1 with clear channel capability.

.2 ISDN-PRI Required Service Components**.1 PRI Local Channel**

Provides a digital multichannel transmission path between the central office and the customer's premises. The PRI Local Channel can be provisioned on a DS-3. The following options are available for PRI Local Channel:

.1 PRI Local Channel

A DS-1 connection between central office and the customer's premises.

.2 PRI Local Channel Advanced-T3

A DS-1 connection between the central office and the customer's premises which is provisioned on a DS-3.

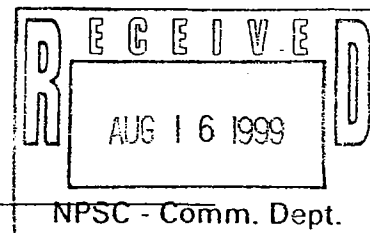
.2 PRI Local Channel Termination

Provides multiplexing to support up to 23 PRI B Channels at 64 Kbps and one PRI D Channel for signaling at 64Kbps, or 24 PRI B Channels at 64Kbps. In the second configuration, the signaling information is provided by the D-channel on the first T-1 facility.

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There is an optional PRI Local Channel Termination that has 23 PRI B Channels and one PRI Back Up D Channel.

A Local Channel Termination is required per PRI Local Channel.



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5. PRODUCT DESCRIPTIONS AND RATES (Continued)**.9 Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI) (Continued)****.3 ISDN-PRI Optional Service Components/Features****.1 PRI Local Access****.1 PRI Local Access Call-By-Call**

This PRI Local Access option configures the B channels to support in-only and out only call flexibility predetermined by the customer's traffic flow.

.2 PRI Local Access DID

This PRI Local Access option configures the B channels to support inward only traffic. Monthly recurring and non-recurring DID number charges per this tariff, will apply additionally.

.3 PRI Local Access Outward

This PRI Local Access option configures the B channels to support outward only traffic.

.4 PRI Local Access DID 2-Way

This PRI Local Access option configures the B channels to support 2-way traffic. Monthly recurring and non-recurring DID number charges per this tariff, will apply additionally.

.5 PRI Local Data Channel-23B

This PRI Local Access option configures 23B channels on the T-1 facility for 2-way data and video traffic only.

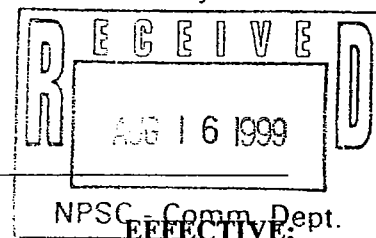
.6 PRI Local Data Channel-24B

This PRI Local Access option configures 24B channels on the T-1 facility for 2-way data and video traffic only.

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LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued).9 Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI) (Continued).3 ISDN-PRI Optional Service Components/Features (Continued).4 Rates

	Non- Recurring Charges	Monthly Recurring Charges
PRI Local Channel	\$1,100.00	\$ 335.00
PRI Local Channel Advanced-T3	\$1,100.00	\$0.00
PRI Local Channel Termination	\$1,025.00	\$ 400.00
PRI Local Channel Termination-24B	\$1,025.00	\$ 400.00
PRI Local Channel Termination-23B+D	\$1,025.00	\$ 400.00
PRI Local Access Call-By-Call	\$ 125.00	\$ 63.00
PRI Local Access DID	\$ 125.00	\$ 63.00
PRI Local Access Outward	\$ 75.00	\$ 23.00
PRI Local Access DID 2-Way	\$ 125.00	\$ 63.00
PRI Local Data Channel-23B	\$1,265.00	\$ 583.00
PRI Local Data Channe-24B	\$1,340.00	\$ 608.00

.5 PRI Change Charges Rates

	Non- Recurring Charges
PRI Service Change, Per Facility	\$ 50.00

.6 FCC Line Charges

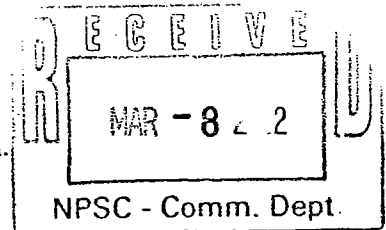
The FCC Line Charges will apply per PRI Local Channel Termination.

FCC Line Charge-PRI

Monthly
Recurring
Charges

*

(T)



1073

* Authorized FCC Rate.

(N)

ISSUED:
03-07-02

State Tariffs
6360 Sprint Parkway
Overland Park, KS 66251

EFFECTIVE:
03-18-02

LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)**.10 Call Blocking Services****.1 Call Blocking Service**

Call Blocking service allows customers to restrict 900/976 outgoing calls from being placed over their exchange access lines. Restricted calls are directed to a central office announcement. There is no charge for this service.

.2 Call Blocking-Additional

A non-recurring charge applies per subsequent installation of Call Blocking Service on the same line. The initial installation of Call Blocking Service is free of charge.

.3 Return Call Per Use Blocking

Block access to Return call on a per use basis.

.4 Repeat Dialing Per Use Blocking

Blocks access to Repeat Dialing on a per use basis.

.5 Billed Number Screening

Billed Number Screening provides a means for blocking most collect calls and/or third number calls from being charged to an account. There are no monthly or installation charges associated with Billed Number Screening.

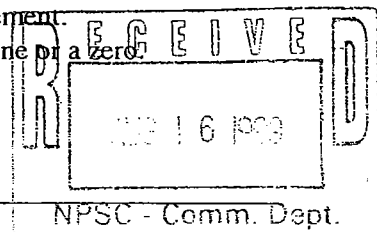
.6 Selective Call Screening

Selective Call Screening is an arrangement available in connection with Private Branch Exchange type services which denies direct access to the toll network. Calls directed to the toll network are diverted to the attendant.

.7 Toll Denial

1074

Toll Denial Service is a central office service that restricts long distance calling. Restricted calls are directed to a central office announcement. Toll Denial is activated when a dialed number is preceded by a one or a zero.



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8-13-99

State Tariffs
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8-26-99

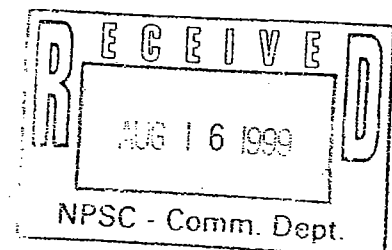
LOCAL EXCHANGE SERVICES**5. PRODUCT DESCRIPTIONS AND RATES (Continued)****.10 Call Blocking Services (Continued)****.8 Call Trace Per Use Blocking**

Blocks access to call trace on a per use basis.

.9 Rates

	Non- Recurring <u>Charges</u>	Monthly Recurring <u>Charges</u>
Call Blocking-Initial	N/A	\$0.00
Call Blocking-Additional	\$26.00	\$0.00
Return Call Per Use Blocking	N/A	\$0.00
Repeat Dialing Per Use Blocking	N/A	\$0.00
Billed Number Screening	N/A	\$0.00
Selective Call Screening	N/A	\$0.00
Toll Denial	\$27.50	\$2.00

1075



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LOCAL EXCHANGE SERVICES

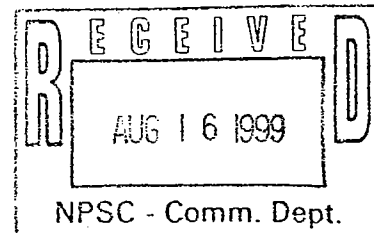
5. PRODUCT DESCRIPTIONS AND RATES (Continued)**.11 Miscellaneous Services****.1 Line Hunting****.1 Description**

Line Hunting is an optional arrangement available to customers with two or more individual line or trunk services. Where facilities permit, such lines will be arranged so that incoming calls to a busy line or trunk will overflow to other available lines or trunks for that customer. A non-recurring charge applies to establish, change to or from, or to rearrange companion line service.

.2 Rates

	Monthly Recurring <u>Charges</u>
Line Hunting	\$8.45
	Non- Recurring <u>Charges</u>
Line Hunting-Install/Rearrange	\$10.00

1076



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8-13-99

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EFFECTIVE:
8-26-99

LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)**.11 Miscellaneous Services (Continued)****.2 Intercept Service**

Basic Intercept Service provides either an operator-handled or recorded announcement stating that the called number is no longer in service or has been changed. This service is available where facilities and operating conditions of the Company permits. Basic Intercept service is provided on business single line and primary telephone numbers listed in the Directory at no charge.

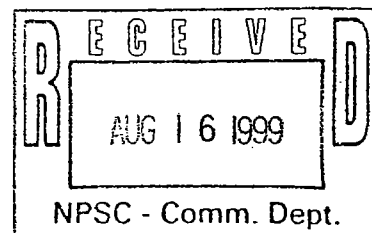
Intercept Service which provides new number information to the caller is available with charge on a per number basis for temporarily or permanently disconnected numbers.

A non-recurring charge is not applied on the customer's first line but is applied to the customer's additional lines.

.1 Rates

	Non- Recurring <u>Charges</u>
Intercept Service-Initial Line	\$00.00
Intercept Service-Additional Lines	\$20.00

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8-13-99

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LOCAL EXCHANGE SERVICES

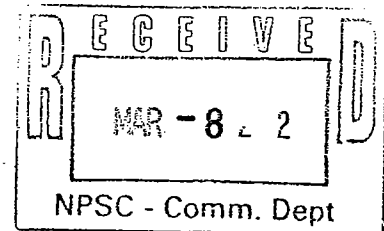
5. PRODUCT DESCRIPTIONS AND RATES (Continued).11 Miscellaneous Services (Continued).3 Presubscribed Interexchange Carrier Charge (PICC)

The Primary Interexchange Carrier Charge provides for the recovery of Common Line costs not recovered by the End User Common Line Charge. This charge is only applicable if the Customer does not choose a Presubscribed Interexchange Carrier as per paragraph 92 of the FCC's order on Access Charge Reform, 12FCC Rcd 15982, 16019(1997).

The PICC is a flat monthly charge that applies for each end user's common line or DS-1 facility depending on the service being provisioned. The PICC applies per presubscribed line or DS-1 facility. If the end user line or DS-1 facility is not presubscribed to an Interexchange Carrier, the PICC will be assessed directly to the end user.

.1 Rates

	Monthly Recurring Charges
FCC PICC-Single Line, Per Line	\$ 0.53
FCC PICC-Multiline, Per Line	\$ 2.75
FCC PICC-PRI, Per DS-1 Facility	\$13.75
FCC PICC-DTS, Per DS-1 Facility	\$ 2.75

.4 FCC Line Charges (End User Access Common Line)

(T)

FCC Line Charges are applied for End User Access which provides for the use of an End User Common Line.

.1 Rates

	Monthly Recurring Charges	
FCC Line Charge-Multiline	*	(T)
FCC Line Charge-DTS	*	(T)
FCC Line Charge-PRI	*	(T)

* Authorized FCC Rate.

1078

(N)

ISSUED:
03-07-02State Tariffs
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Overland Park, KS 66251EFFECTIVE:
03-18-02

LOCAL EXCHANGE SERVICES

5. PRODUCT DESCRIPTIONS AND RATES (Continued)

(N)

.11 Miscellaneous Services (Continued).5 SPRINT VOICE COMMANDSM For Your Home Phone1. Description

SPRINT VOICE COMMANDSM For Your Home Phone is a voice activated dialing application which provides consumers a web based solution for voice dialing contacts and accessing and storing a personal address book. Customers must be presubscribed to Sprint Long Distance Service. The service will not change a Customer's basic local service provider.

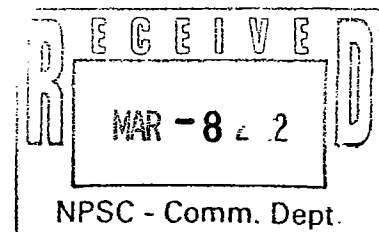
To access this service, a customer must first dial an access code. After accessing the service, customers can place these calls by speaking the number or destination/name from the customer's personal directory. The system will repeat the number or name/destination to the customer, for confirmation, and will then place the call to the selected destination.

2. Use of Service

Once the customer says a number, name or destination, the system will activate and dial the appropriate telephone number. Calls outside the customer's local calling area will be subject to long distance charges pursuant to Sprint Communications L. P. Nebraska Tariff P.S.C. No. 3. This service is only available where technically feasible. A Monthly Recurring Charge applies.

- | | | | |
|----|---------------------------------|--------|-----|
| 1. | <u>Monthly Recurring Charge</u> | \$9.00 | |
| 2. | <u>Local Call Completion</u> | \$.00 | (N) |

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Time Warner Cable Information Services
(Nebraska), LLC d/b/a Time Warner Cable

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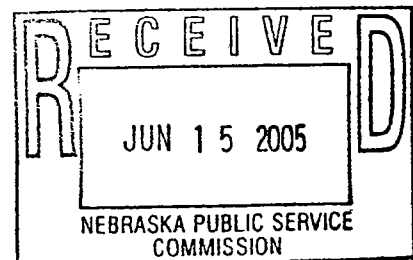
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PK
mt*
Nebraska P.S.C. Tariff No. 1
Competitive Local and Interexchange Service
Original Page 1
Effective: June 25, 2005

**TIME WARNER CABLE INFORMATION SERVICES (NEBRASKA), LLC
D/B/A TIME WARNER CABLE**

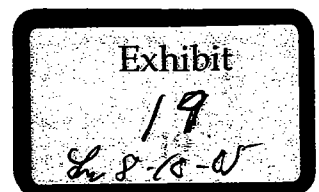
**NEBRASKA RULES AND REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO
LOCAL AND INTEREXCHANGE SERVICES**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of services and facilities for Local and Interexchange Service provided by Time Warner Cable Information Services (Nebraska), LLC, d/b/a Time Warner Cable, with principal offices at 290 Harbor Drive, Stamford, CT 06902. This Tariff applies to services furnished within the State of Nebraska. This Tariff is on file with the Public Service Commission of the State of Nebraska and copies may be inspected, during normal business hours, at the Company's principal place of business, 5400 S. 16th Street, Lincoln, Nebraska 68512.

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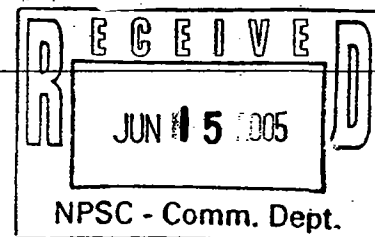
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CHECK SHEET

The sheets listed below, which are inclusive of this Tariff, are effective as of the date shown at the top of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date at the top of this page.

SHEET	REVISION	SHEET	REVISION
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	Original
9	Original	39	Original
10	Original	40	Original
11	Original	41	Original
12	Original	42	Original
13	Original	43	Original
14	Original	44	Original
15	Original	45	Original
16	Original	46	Original
17	Original	47	Original
18	Original		
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29	Original		
30	Original		

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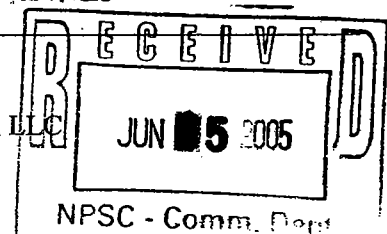
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Issued: June 15, 2005

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Time Warner Cable Information Services
(Nebraska), LLC d/b/a Time Warner Cable

Nebraska P.S.C. Tariff No. 1
Competitive Local and Interexchange Service

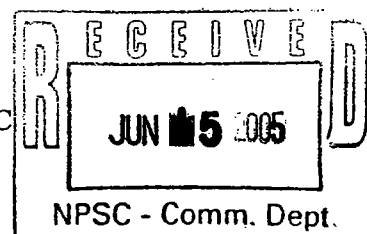
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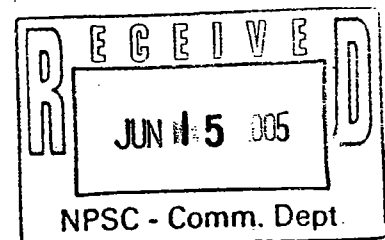
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SYMBOLS SHEET

The following symbols shall be used in this Tariff for the purpose indicated below:

- C - To signify changed rate, term or condition
 - D - To signify discontinued rate, term or condition
 - I - To signify increased rate
 - M - To signify text moved from another tariff location, but no change in rate, term or condition
 - N - To signify new rate, term or condition
 - R - To signify reduced rate
 - T - To signify changed text or regulation, but no change in rate, term or condition
-

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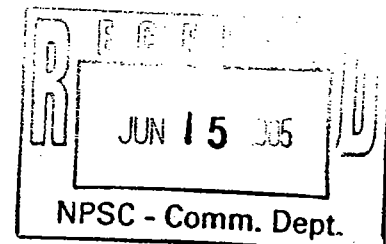
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TARIFF FORMAT

- A. Sheet Numbering** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the NPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., that the NPSC follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** – When a tariff filing is made with the NPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by the symbols given on the symbols sheet. There will be no other symbols used on this page if these are the only changes made to it (*i.e.*, the format remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the NPSC.
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Issued: June 15, 2005

SECTION 0 – APPLICATION AND SCOPE OF TARIFF

0.1 APPLICATION

This Tariff contains the rates and regulations applicable to Local and Interexchange Services provided by Company between and among points within the State of Nebraska.

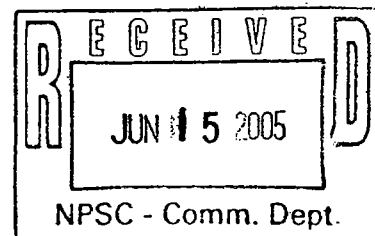
0.2 SCOPE

Company's Services are provided subject to availability of facilities and subject to the terms and conditions of this Tariff. All Services within the jurisdiction of the Commission provided by Company between and among points in Nebraska are governed by this Tariff.

0.3 INTECONNECTION WITH OTHER CARRIERS

Service provided by Company may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than Company. However, Service provided by Company is not part of a joint undertaking with any other carrier providing telecommunications channels, facilities or services.

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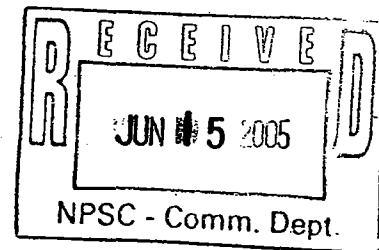
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SECTION 1 DEFINITIONS AND ABBREVIATIONS

1.1 EXPLANATION OF ABBREVIATIONS AND ACRONYMS

Cont'd – Continued
IXC – Interexchange Carrier
ICO – Independent Company
ICE – Independent Company Exchange
LATA – Local Access and Transport Area
LEC – Local Exchange Company
MTS – Message Telecommunication Service
NPSC – Public Service Commission of the State of Nebraska
NPA – Numbering Plan Area
PIC – Primary Interexchange Carrier
TBD – To Be Determined
TDD – Telephone Device for the Deaf
TRS – Telecommunications Relay Service

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, CONT'D

1.2 DEFINITIONS OF TERMS

Commission or NPSC— The Public Service Commission of the State of Nebraska.

Company – Refers to Time Warner Cable Information Services Nebraska, LLC d/b/a Time Warner Cable.

Completed – A call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

Customer – The person or other entity which orders Service and is responsible for payment of charges due in compliance with the Company's Tariff regulations. This term also includes a person who was a Customer of the Company within the past 30 days and who requests Service at the same or different location.

Customer Designated Premises (CDP) – The premises specified by the Customer for termination of Special Access Services.

Customer-Provided Equipment (CPE) – Equipment provided by the Customer for use with the Company's Service. CPE can include a station set, facsimile machine, key system, PBX, or other information, communication or power system.

Dedicated Communications Service – Is that of furnishing the requisite facilities including channels and network terminating equipment, to enable the Customer and authorized users to communicate between specified locations of continuous use.

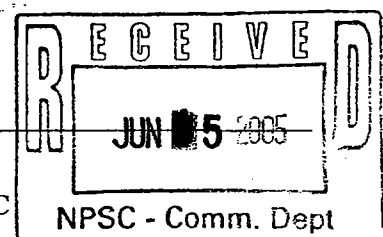
End User – Any Customer that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "End User" when such carrier uses the Company's Service for administrative purposes.

Facility – Denotes any cables, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the Service offered under this Tariff.

Hub – The end office from which the Customer Designated Premises would normally obtain dial tone from the Company.

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Issued: June 15, 2005

Interexchange Service – The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

Interface – The point at which facilities or services of one type are connected with facilities or services of another type.

Interoffice Channel – as used in connection with Private Line Service denotes that portion of a through channel, which interconnects central office areas in which stations are located.

Interoffice Transport – Interoffice Transport facilities, comprised of channel mileage and channel mileage terminations, provides the transmission paths between Company Hubs associated with two Customer-Designated Premises or between two Company Hub offices.

Interstate – The term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

Intrastate Communications – Any communications, which originate and terminate within the same state.

Joint User – A person, firm or corporation who is designated by the Customer as a user of a Dedicated Communications Service of the Customer and to whom a portion of the charge for the Service will be billed under a joint use arrangement.

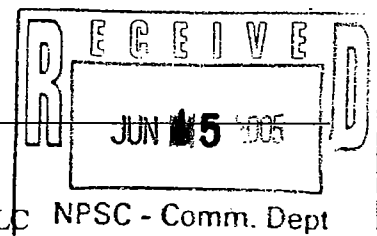
Local Access and Transport Area (LATA) – A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area – A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

Local Channel – as used in connection with Private Line Services is that portion of a through channel which is provided within a central office area to connect a station with an interexchange channel, an Interoffice Channel, or another local channel serving a station within the same central office area.

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Local Distribution Channel – Provides interconnection between the Company Hub Office and the Customer premises.

Local Service – Telephone service furnished between points located within an area where there is no toll charge. Unless otherwise specified, local calling areas in this Tariff shall be the same as the local calling areas of the incumbent carrier.

Message – A completed telephone call.

Nonrecurring Charge – A one-time charge made under certain conditions to recover all or a portion of the cost of installing facilities or providing Service.

Originating Direction – The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

Point of Termination – The point of demarcation within a Customer-Designated Premises at which the Company's responsibility for the provision of Special Access Service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Private Line Service – The provisioning of a direct channel specifically dedicated to a Customer's use between specified points within the State of Nebraska. Private Line Services are provided between specified Customer locations twenty-four hours daily, seven days per week, with a minimum service period of one month (from the date of installation) except as otherwise specified herein.

Premises – The physical space designated by the Customer for the termination of the Company's Service.

Recurring Charge – The monthly charge to the Customer for Service, facilities and equipment, which continue for the agreed upon duration of the Service.

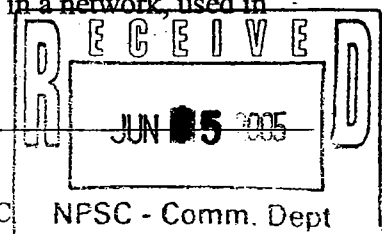
Special Access Service – The provision of a dedicated line from a Customer-Designated Premises to a long distance company provided by the Company.

Switched Access Service – The provision of a connection between the End User premises and the long distance company's POP.

Trunk – A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

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Time Warner Cable Information Services
(Nebraska), LLC d/b/a Time Warner Cable

Nebraska P.S.C. Tariff No. 1
Competitive Local and Interexchange Service
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Issued: June 15, 2005

Trunk Group – A set of Trunks, which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

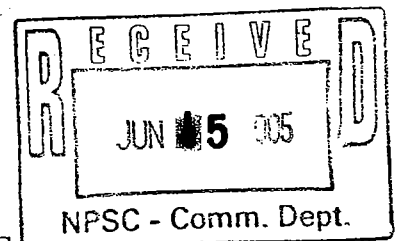
Service – Any service(s) provided by the Company under this Tariff.

Termination of Service – Discontinuance of both incoming and outgoing Service.

User – A Customer, or any other person authorized by a Customer to use Service provided under this Tariff.

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SECTION 2 - RULES AND REGULATIONS

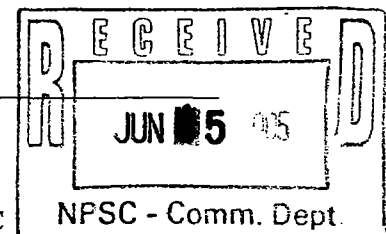
2.1 UNDERTAKING OF THE COMPANY

2.1.1 Regulatory Compliance

Company will comply with all applicable billing and termination rules of the Commission, as set forth in the NPSC Telecommunications Rules and Regulations.

2.1.2 Application of Tariff

- A. This Tariff sets forth terms and conditions applicable to the furnishing of the Local and Interexchange Service defined herein offered by the Company within Nebraska. Service is furnished for the use of End Users in placing and receiving calls within Nebraska.
- B. When Service and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the Service or facilities furnished by it.
- C. When Service and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Service and facilities.
- D. This Tariff applies only for the use of the Company's Service within Nebraska. This includes the use of the Company's network to complete an end-to-end call within Nebraska and to obtain access to the intrastate and interstate Toll Call services offered by the Company.
- E. The provision of Local and Interexchange Service defined herein is subject to the terms and conditions specified in this Tariff and may be revised, added to, or supplemented by superseding issues.
- F. The provision of Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.



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SECTION 2 – RULES AND REGULATIONS, CONT'D

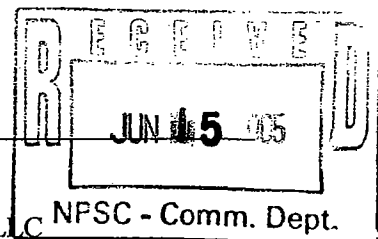
2.1.3 SHORTAGE OF EQUIPMENT OR FACILITIES

- A. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Facilities and technical capabilities and is limited to the capacity of the Company's Facilities as well as Facilities the Company may obtain from carriers to furnish Service from time to time as required at the sole discretion of the Company.
- B. The Company shall not be required to furnish, or continue to furnish, Facilities or Service where the circumstances are such that the proposed use of the Facilities or Service would tend to adversely affect the Company's plant, property or Service.

2.1.4 Terms and Conditions

- A. In furnishing Facilities and Service, the Company does not undertake to transmit messages, but furnishes the use of its Facilities to Customers for information services or communications.
- B. Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein. The Customer must pay the regular tariffed rate for the Service it subscribes to for the minimum period of Service. If a Customer disconnects Service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period.
- C. Customers may be required to enter into written service orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Service, and the terms and conditions in this Tariff. Customers also will be required to execute any other documents reasonably requested by the Company.

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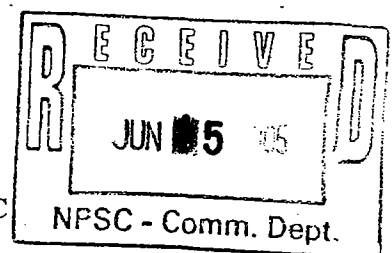


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- D. The Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to the Company for Service previously rendered until the debt is satisfied.
 - E. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award, except as otherwise provided in this Tariff.
 - F. This Tariff shall be interpreted and governed by the laws of Nebraska without regard to its choice of law provision.
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SECTION 2 – RULES AND REGULATIONS, CONT'D

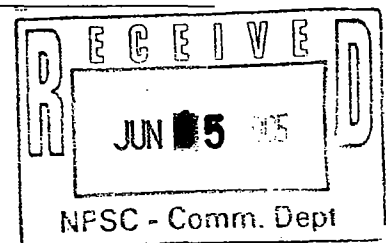
2.2 LIMITATIONS ON LIABILITY

2.2.1 Indemnification and Limits on Liability

- A. The Customer and any authorized or Joint Users, jointly and severally, shall indemnify, defend and hold harmless the Company and the Company shall not be liable for any claims, loss, damage or expenses (including attorneys' fees and court costs) involving:
1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with the Service or facilities provided by the Company; or (c) common carriers, warehousemen or middle men;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, storms, or other natural catastrophes; pole hits; explosions; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, including rights-of-way and materials; and any law, order, regulation, direct, request, or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's Facilities and Service or the use of the Company's Facilities and/or Service in violation of this Tariff;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications or information by means of Company-provided facilities or Service, or by means of the combination of Company-provided Facilities or Service with Customer-provided facilities or services;

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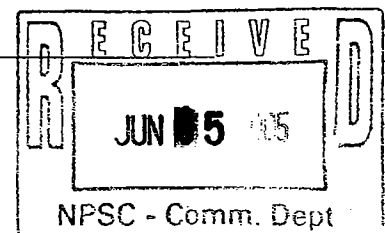
2.2 LIMITATIONS ON LIABILITY, CONT'D

2.2.1 Indemnification and Limits on Liability, Cont'd

5. The Company is not responsible for any infringement, breach or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
6. Changes in any of the Facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Section 2.2;
7. Defacement of or damage to Customer premises resulting from the furnishing of Service or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's Facilities;

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.2 LIMITATIONS ON LIABILITY, CONT'D

2.2.1 Indemnification and Limits on Liability, Cont'd

9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of Service functionality or interruption of electric service to Customer's premises;
12. Any non-completion of calls due to network busy conditions or network failures;
13. Any calls not actually attempted to be completed during any period that Service is unavailable;
14. Blockages by other providers of services on the public switched network;
15. Any damage to CPE resulting from use of that system with the Service; and
16. Breach in the privacy or security of communications transmitted over the Company's Facilities.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

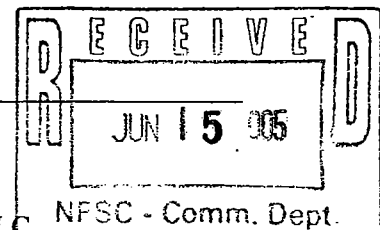
2.2 LIMITATIONS ON LIABILITY, CONT'D

2.2.1 Indemnification and Limits on Liability, Cont'd

- B. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer-provided equipment or facilities or Service provided by the Company.
- C. The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.
- D. The Company assumes no responsibility for the availability or performance of any systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- E. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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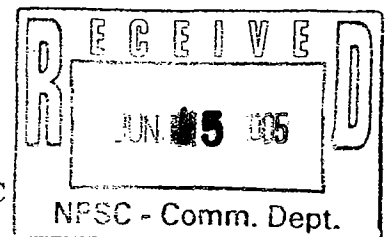
2.2 LIMITATIONS ON LIABILITY, CONT'D

2.2.1 Indemnification and Limits on Liability, Cont'd

- F. The Company is not liable for any errors and omissions in local directories. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.
 - G. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
 - H. The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.
 - I. When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.
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SECTION 2 – RULES AND REGULATIONS, CONT'D

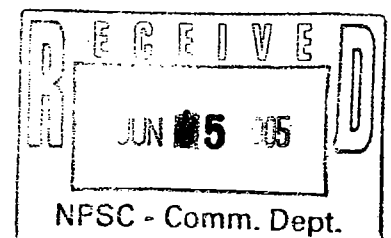
2.3 LIABILITY OF THE COMPANY

2.3.1 General

- A. Except as otherwise stated in this Tariff, liability of the Company for damages arising out of either (1) the furnishing of its Service, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Service, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following.
- B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service. Notwithstanding the foregoing, Company's liability, if any, for its willful misconduct is not limited by this Tariff.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.4 SERVICE AVAILABILITY

2.4.1 Notification of Service-Affecting Activities

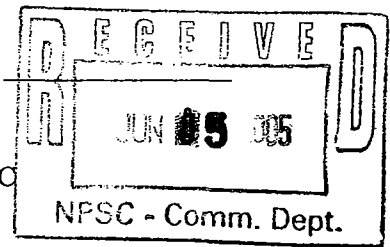
The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Service. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from a loss of power or damage to facilities or equipment, notification to the Customer may not be possible.

2.4.2 Provision of Equipment and Facilities

- A. When applying for Service, each prospective Customer will be required to furnish the Company with the following information:
1. The name of the party who will be responsible for payment for the Service provided.
 2. The address or addresses or exact location of the premises where Service is to be provided and billed.
 3. Any information required to make a proper determination of appropriate creditworthiness.
- B. The Company shall use reasonable efforts to make available Service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

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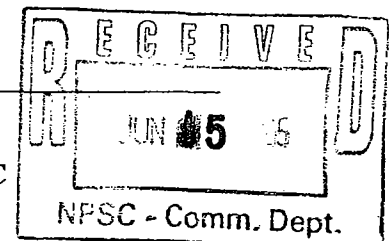
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- C. The Company shall use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by the Company, except upon the written consent of the Company.
- D. The Company may substitute, change or rearrange any equipment or Facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- E. Equipment the Company provides or installs at the Customer's premises for use in connection with the Service the Company offers shall not be used for any purpose other than that for which the Company provided it.
- F. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or User when the Service difficulty or trouble reported results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer or User.
- G. The Company shall not be responsible for the installation, operation, or maintenance of any Customer- or User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer-Provided Equipment or for the quality of, or defects in, such transmission; or
 2. the reception of signals by Customer-Provided Equipment.
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.4.3 Ownership of Facilities

Title to all Facilities provided in accordance with this Tariff remains in the Company, its affiliates, agents or contractors.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.5 OBLIGATIONS OF THE CUSTOMER

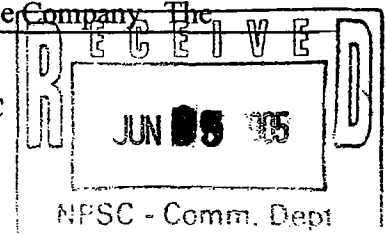
2.5.1 General

A. The Customer shall be responsible for:

1. The payment of all applicable charges pursuant to this Tariff;
2. Damage to or loss of the Company's Facilities or equipment caused by the acts or omissions of the Customer or of any User, or by the noncompliance by the Customer or any User with these regulations, or by fire or theft or other casualty on the Customer's or any User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
3. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, Facilities and associated equipment used to provide Service to the Customer from the Customer's property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided Facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service;
4. Providing, at no charge, as specified from time to time by Company, any needed personnel, equipment, space and power to operate Company Facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
5. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The

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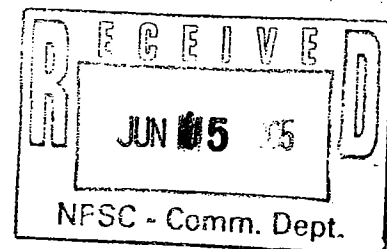


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Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

6. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company Facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under Section 2.5.1(A)(3) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Company;
7. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or Facilities; and
8. Making the Company's Facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.5 OBLIGATIONS OF THE CUSTOMER, CONT'D

2.5.2 Prohibited Activities and Uses

- A. The Service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C. A Customer or User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another person or entity if the existing Customer has paid all charges owed to the Company for Service provided pursuant to this Tariff. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.

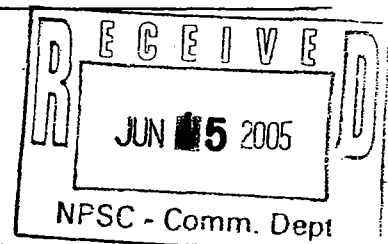
2.5.3 Claims

Notwithstanding Section 2.2 and 2.3 herein, with respect to any Service or Facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and court costs for:

- A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees; or
- B. Any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this Tariff; or
- C. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's Services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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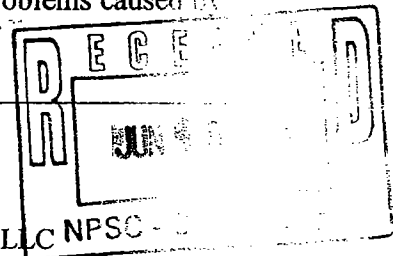
2.6 CUSTOMER EQUIPMENT AND CHANNELS

2.6.1 General

A User may transmit or receive information or signals via the Facilities of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but, except as otherwise specifically stated in this Tariff, the Company does not guarantee that its Service will be suitable for purposes other than those described herein.

2.6.2 Station Equipment

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.
- B. The Customer is responsible for ensuring that Customer-Provided Equipment connected to the Company equipment and Facilities is compatible with such equipment and Facilities. All such Customer-Provided Equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- C. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-Provided Equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-Provided Equipment.



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SECTION 2 – RULES AND REGULATIONS, CONT'D

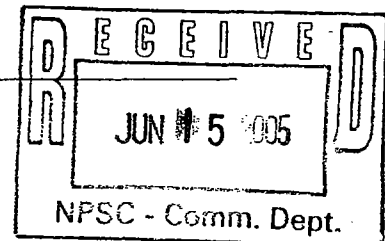
2.7. INTERRUPTION OF SERVICE

2.7.1 General

- A. In the event Service to a Customer is interrupted other than by the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, upon Customer request, the Company will credit a Customer's account for Service interruptions whenever said interruptions continue for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and is not in the channels, wiring, equipment, facilities or power provided by the Customer. Only those Facilities on the interrupted portion of the circuit will receive a credit. For purposes of computing a credit, a month consists of 30 days. Credit allowances for Service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.
- B. No credit allowance will be made for:
1. Interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer, User, or other common carrier providing service connected to the Service of the Company;
 2. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
 3. Interruptions due to the failure or malfunction of non-Company equipment;
 4. Interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.7 INTERRUPTION OF SERVICE, CONT'D

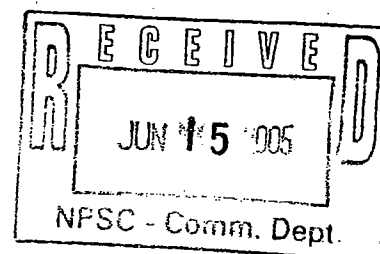
2.7.1 General, Cont'd

B. Cont'd

5. Interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
6. Interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and
7. Interruption of Service due to circumstances or causes beyond the control of the Company.

- C. For the purposes of applying this provision, the word “interruption” shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. “Interruption” does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network capacity shortages. Nor shall the interruption allowance apply where Service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of this Tariff, suspends or terminates Service because of nonpayment of bills due to the Company, unlawful or improper use of facilities or Service, or any other reason covered by this Tariff. No allowance shall be made for interruptions due to electric power failure.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.8 PAYMENT ARRANGEMENTS

2.8.1 Payment

The Customer is responsible for the payment of all charges for Facilities and Service furnished by the Company to the Customer and to all Users authorized by the Customer, and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge.

2.8.2 Billing and Collection of Charges

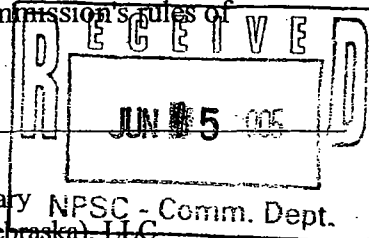
- A. All Customer bills are due and payable on or before the due date provided on the bill. If any portion of the bill is received by the Company more than seven (7) days after the due date, or if any portion of the payment is received in funds which are not immediately available, then a late payment penalty may be assessed by the Company and the Company may proceed with collection activities.
- B. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer.
- C. When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge in an amount up to \$20.00.

2.8.3 Disputed Bills

If the Customer has a complaint, has a question about, or seeks to dispute charges on the bill, the Customer should contact the Company at the address, telephone number, or e-mail address provided on the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Nebraska Public Service Commission in accordance with the Commission's rules of procedure.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.8 PAYMENT ARRANGEMENTS, CONT'D

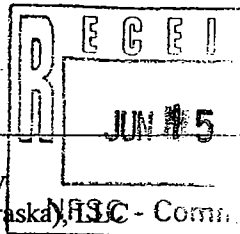
2.8.4 Late Payment Charges

- A. Customer bills are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's Service charge, but including arrears and unpaid late payment charges.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges do not apply to final accounts.

2.8.5 Suspension or Termination of Service for Nonpayment

- A. If payment is not received within thirty (30) days of the due date, a disconnect notice will be sent to the Customer. The Company will provide the Customer with written notice via first class U.S. Mail stating the reason for discontinuance and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. Bills must be mailed to the Customer no later than six (6) business days after the date of the bill.
- B. After issuing the written notification in accordance with Section 2.8.5(A), at least one attempt shall be made during non-working hours to contact a residential Customer by telephone before the scheduled date of suspension/termination.
- C. The Customer will be allowed at least five (5) days written notice via first class U.S. Mail that disconnection will take place within five (5) days, excluding Sundays and holidays, and the Customer will be given an opportunity to make full payment of all undisputed charges and in no event will service be discontinued on the day preceding any day on which the Company is not prepared to accept payment of the amount due and to reconnect Service.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.8 PAYMENT ARRANGEMENTS, CONT'D

2.8.5 Suspension or Termination of Service for Nonpayment, Cont'd

- D. Suspension/termination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, Service may not be disconnected during the periods of December 23 through December 26 and December 30 through January 2.
- E. If the Customer's account is disconnected due to non-payment, Service may be reconnected only by paying all past due amounts, a reconnection fee, and the first month of Service in advance.
- F. Service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill if the Customer does not pay the undisputed portion after being asked to do so.
- G. Suspended or terminated Service shall be reconnected within twenty-four (24) hours following payment or within twenty-four (24) hours of the end of circumstances beyond the Company's control which delay the reconnection.

2.8.6 Exceptions to Suspension and Termination for Nonpayment

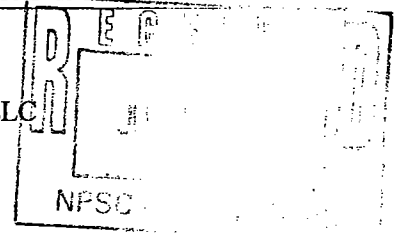
Service shall not be suspended or terminated for:

- A. Nonpayment for Service for which a bill has not been rendered;
- B. Nonpayment for Service which has not been rendered;
- C. Nonpayment of any billed charge which is in dispute during the period before a determination of the dispute is made by the Company in accordance with the Company's complaint handling procedures.
- D. Nonpayment of backbilled amounts as outlined in Section 2.11 herein.

2.8.7 Deferred Payment Agreements

- A. Service will not be suspended or terminated unless the Customer has been advised that a deferred payment plan can be arranged. An existing residential Customer with three or more months Service and

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for whom Service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). Final notice of suspension/termination will advise the Customer of DPAs and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The DPA notice will be mailed no less than six (6) days before termination of Service. Any DPA will be for a period agreed to by both the Company and the Customer.

- B. If the Company believes that the Customer has the resources to pay the bill, it shall notify both the Customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A Customer with medical emergencies or a Customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

2.9 ADVANCE PAYMENTS

To safeguard its interests, the Company may require a Customer to make an advance payment before Service and facilities are furnished. The advance payment will not exceed an amount equal to two months of estimated monthly recurring charges for the Service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.

2.10 DEPOSITS

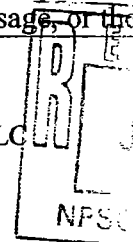
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2.10.1 Deposit Requirements

The Company may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges. Any applicant who is either not a previous Customer having an established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. The Company may require separate deposits for different Services purchased by the Customer, all of which must be paid before any Service is installed. In its calculation of a Customer's creditworthiness, the Company will use trading banking references, credit reports, and any other information pertinent to a Customer's credit subject to applicable law.

2.10.2 Amount of Deposit

The amount of the deposit shall not be more than two (2) months of usage of the Company's Services for any specific Customer. The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage, or the



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Company's state average usage considering type and nature of Service. The amount of deposit may exceed this total when Services are provided for shorter periods of time or special occasions.

2.10.3 New or Additional Deposit

A new or additional deposit may be required to cover the amount provided in Section 2.10.2 above when a deposit has been refunded or is found to be inadequate by virtue of increased usage or nonpayment. Written notice shall be mailed advising the Customer or any new or additional deposit requirement, and the Customer shall have twelve (12) calendar days from the date of mailing to provide the new or additional deposit. The new or additional deposit is payable at the address specified by the Company to the Customer in writing.

2.10.4 Handling of Deposits

The Company will maintain records that show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. Unclaimed deposits, together with accrued interest, shall be credited to an appropriate account and shall be disposed of in accordance with law.

2.10.5 Receipts

A receipt of deposit will be furnished to each Customer from whom a deposit is received. Upon request, duplicate receipts will be provided to Customers who have lost their receipts if the deposits are substantiated by the Company's records.

2.10.6 Customer Obligations

The existence of a deposit in no way relieves the Customer of the obligation to comply with the Company's regulations for the prompt payment of bills.

2.10.7 Refund

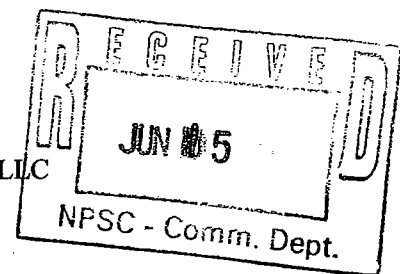
The deposit shall be refunded or credited to the Customer after not more than twelve (12) consecutive months of prompt payment or as required by applicable NPSC rules. The account shall be reviewed after twelve (12) months of Service, and if the deposit is retained, it shall again be reviewed at the end of the Company's accounting year or on the anniversary date of the account.

2.10.8 Interest

Deposits held for thirty (30) days or more will be paid interest on that deposit at a rate specified by the NPSC.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.11 TAXES AND OTHER CHARGES

The Customer may be responsible for payment of any Federal, state or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its Service by governmental jurisdictions, other than taxes imposed generally on the Company's net income.

2.12 BACKBILLING

The Company shall not charge Customers for previously unbilled Service or adjust upward a bill previously rendered when the period for the unbilled Service or billing adjustment is more than twenty-four (24) months prior to the mailing of the bill or the upward adjustment unless the conduct of the Customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the Customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of Service is not permitted for charges billed in excess of six (6) months after the Service was provided. The Customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

2.13 TERMINATION FOR CAUSE OTHER THAN NONPAYMENT

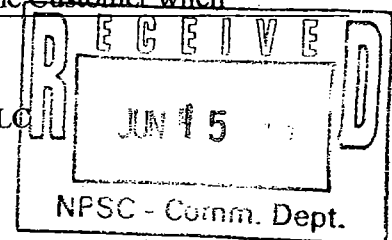
2.13.1 General

The Company after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate Service and sever the connection(s) from the Customer's premises under the following conditions:

- A. In the event of prohibited, unlawful or improper use of the facilities or Service, or any other violation by the Customer of this Tariff or the rules and regulations governing the facilities and Service; or
- B. If, in the judgment of the Company, any use of the Facilities or Service by the Customer may adversely affect the Company's personnel, plant, property or Service. The Company shall have the right to take immediate action, including termination of the Service and severing of the connection, without notice to the Customer when

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injury or damage to personnel, plant, property or Service is occurring, or is likely to occur; or

- C. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the Facilities or Service received from the Company; or
- D. In the event that Service is connected for a Customer who is indebted to the Company for Service or facilities previously furnished, that Service may be terminated by the Company unless the Customer satisfies the indebtedness within twenty (20) days after written notification. See Section 2.8.7 regarding Deferred Payment Agreements.

2.13.2 Prohibited, Unlawful or Improper Use of Facilities or Service

Prohibited, unlawful or improper use of the Facilities or Service includes, but is not limited to:

- A. The use of Facilities or Service of the Company without payment of Tariff charges;
- B. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- C. The use of profane or obscene language;
- D. The use of the Service in a manner such that it interferes with the Service of other Customers or prevents them from making or receiving calls;
- E. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the Service; or
- F. Permitting fraudulent use.

2.13.3 Abandonment or Unauthorized Use of Facilities

- A. If it is determined that Facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate the Service.

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- B. Suspension/termination of Service for abandonment or unauthorized use may only occur after the Company makes a reasonable attempt to determine occupancy or authorized use, or the Customer takes reasonable steps to prevent unauthorized use. A notice will be sent to the Customer five (5) days before such suspension or termination. The notification requirement is waived when previous mailings were returned by the Post Office or the Company is advised that a new Customer has moved into the location.
- C. In the event that Service is terminated for abandonment of Facilities or unauthorized use and Service is subsequently restored to the same Customer at the same location:
1. No charge shall apply for the period during which Service has been terminated; and
 2. Reconnection charges will apply when Service is restored. However, no charge shall be made for reconnection if the Service was terminated due to an error on the part of the Company.

2.13.4 Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary facilities and equipment, or (b) to secure and retain suitable space for its plant and facilities in the building where Service is provided to the Customer may require termination of a Customer's Service until such time as new arrangements can be made. Under such circumstances, no charges will be assessed the Customer while Service is terminated, and no connection charges will apply when Service is restored.

2.13.5 Emergency Termination of Service

The Company will immediately terminate the Service of any Customer, on request, when the Customer has reasonable belief that the Service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.14 USE OF CUSTOMER'S SERVICE BY OTHERS

2.14.1 Customers and Authorized Users

Services provided hereunder are provided solely for the use of the Customer, except for occasional use of such Service by visitors and other invitees. Customers may not resell such Service to a third party for any form of compensation.

2.14.2 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Service and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Transfer of all or a portion of a Customer's account, the Service or the Company's equipment by the Customer to any other person or entity, or to a new residence or other location, is prohibited.

2.15 CANCELLATION OF SERVICE

If a Customer cancels a service order or terminates Service before the completion of the term for any reason whatsoever other than a Service interruption (as defined in Section 2.7), the Customer agrees to pay to the Company:

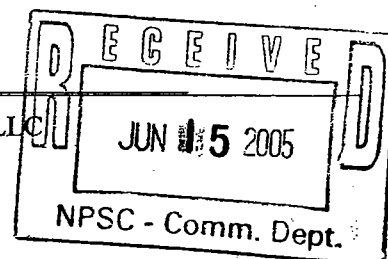
- A. All nonrecurring charges as specified in this Tariff; plus
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. All recurring charges specified in this Tariff for the balance of the then-current term.

2.16 NOTICES AND COMMUNICATIONS

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All notices or other communications required to be given pursuant to this Tariff will be delivered via e-mail and/or first-class mail. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.17 DUAL PARTY RELAY SERVICE

2.17.1 General

The Company will provide access to a telephone relay center for Dual Party Relay Service. The Relay Service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired Customers to use.

2.17.2 Regulations

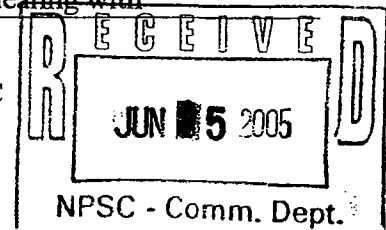
- A. Only intrastate calls can be completed using the Relay Service under the term and conditions of this Tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within Nebraska. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in the Relay Service.
- D. The following calls may not be placed through the Relay Service:
 - 1. Calls to informational recordings and group bridging service;
 - 2. Calls to time or weather recorded messages;
 - 3. Station sent paid calls from coin telephones; and
 - 4. Operator-handled conference service and other teleconference calls.

2.17.3 Liability

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The Company contracts with an outside provider for the provision of the Relay Service. The outside provider has complete control over the provision of the Relay Service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with

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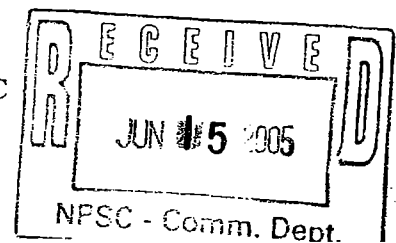
Nebraska P.S.C. Tariff No. 1
Competitive Local and Interexchange Service
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liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the Customer, by using the Relay Service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the Customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the Customers or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

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SECTION 3 - SERVICE DESCRIPTION

3.1 TRIAL SERVICES

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 TRANSMISSION SERVICE AND FACILITIES

The Company provides facilities-based intrastate Interexchange Service and facilities, including private line services and network and transmission services, designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. Such Customer contracts shall be filed under seal with the Commission. All requesting Customers shall have non-discriminatory access to ICB Services and facilities at nondiscriminatory rates.

3.3 GENERAL SERVICE DESCRIPTIONS

Whenever facilities are provided jointly by the Company and one or more other telephone companies, the regulations, rates and charges of such other telephone companies apply for the equipment and facilities furnished by them for use in connection with the Interexchange Service provided by the Company.

Standard pricing is available for all non-customer services. Standard rates are provided in Section 4.3, Rates and Charges, following. The rates contained in this section are applied based on the locality of the Service, type of Service and the term plan selected.

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3.3.1 Two Point Service

Two Point Service allows two Customer-designated locations to be connected by one Special Access Service, either directly or through a Hub. The Service terminated at both locations must be the same speed and the same capacity.

3.3.2 On-Net vs. Off-Net Services

- A. On-Net Services are those that connect two locations and are both directly served by the Company's Network. Pricing and regulations pertaining to the On-Net Services are described in this Tariff.

- B. Off-Net Services are those where one or more locations to be connected are not served directly by the Company's Network. Off-Net Service must be provisioned, in part, by another local access provider. In the instances where the Company is able to provide Off-Net Services, the performance parameters and pricing of the Off-Net Services will be passed through to the Customer.
- C. All rates included in Section 4.3, Rates and Charges, are for On-Net Services. Off-Net Service charges will be developed on an Individual Case Basis.

3.3.3 DS1 Service

DS1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having signal format of either Alternate Mark Inversion (AMI) or Bipolar 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe formats. DS1 Service has the equivalent capacity of 24 Voice Grade services for 24 DSO services. AMI can support 24 56Kbps channels and B8ZS can support 24 64Kbps channels.

3.3.4 Custom Services

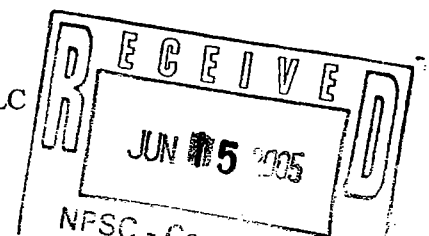
Services not described above or requests for non-standard configurations and specialized service options will be handled on an Individual Case Basis as set forth in Section 3.4, Special Construction, following.

3.4 SPECIAL CONSTRUCTION

Special construction or arrangement of Facilities may be undertaken by the Company on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction cases/rates are on an Individual Case Basis. Special Construction is undertaken:

- where Facilities are not presently available,
- where the Service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- where the Service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- where the Service is in a quantity greater than that which the Company would normally provide;

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- where Service is requested on an expedited basis;
 - where Service is requested on a temporary basis until permanent facilities are available;
 - where the Service requested involves abnormal costs; or
 - where Service is requested in advance of the Company's normal construction schedule.

3.5 TIME AND MATERIAL SERVICE

- A. This Service provides for the labor and material charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and Facilities not provided by the Company or deemed to be non-standard or non-routine.
- B. The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and Facilities not provided by the Company. The Company will charge the Customer Time and Material Charges listed in Section 4.3, Rates and Charges, following, for any maintenance visits with respect to service problems, which are determined to arise from equipment or facilities not provided by Company.
- C. When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's Facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 4.3, Rates and Charges, following, for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company Facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
- D. If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Material Charges listed in Section 4.3, Rates and Charges, following, will apply.
- E. At the Customer's request, and upon agreement by the Company, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Material charges listed in Section 4.3, Rates and Charges, following, will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours,

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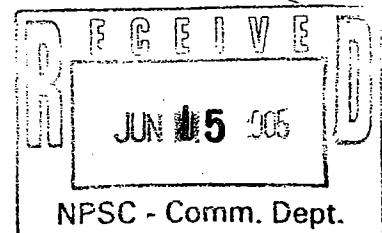
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additional charges may apply (may need to specify how the additional charges will be calculated).

3.6 AVAILABILITY

The Company offers its Service in the areas in which it has been certified by the NPSC and in which the Company has available required Facilities or is able to lease required Facilities to enable the offering of Service. The Company has been certified to provide Service in the following Nebraska communities: Lincoln, Fremont, Columbus, York, Nebraska City, Seward, Crete, Fairbury, Falls City, Tecumseh, David City, Auburn, Pawnee City, Humboldt, Denton, and Table Rock. Some features may not be available in all areas, or may slightly vary between service areas contingent on network availability or configuration.

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SECTION 4 - RATES

4.1 TYPES OF RATES AND CHARGES

This Section contains the specific regulation governing the rates and charges that apply for Special Access Service.

There are three types of rates and charges that apply to Special Access Service. These are Non-Recurring Charges, Recurring Charges and Usage Rates. These rates and charges are applied differently to the various rate elements as set forth in the following:

4.1.1 Non-Recurring Charges

Non-Recurring Charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing Service). Non-Recurring Charges are applicable for installation of Services, installation of features and for certain Service rearrangements. In addition, an Access Order Charge may be applicable as specified in Section 4.3, Rates and Charges, following.

4.1.2 Recurring Charges

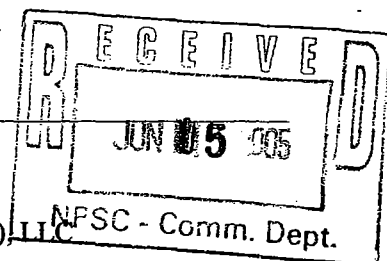
Recurring Charges are monthly charges applied on a city-specific basis. Recurring Charges apply to Two Point Service.

Recurring Charges for Two Point Service will vary, based on the locality of the Service, capacity of the Service, the distance of the Service and the term plan selected. Two Point Service Recurring Charges are applied on a circuit basis and reflect complete end-to-end charges.

A. Channel Termination

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The Channel Termination rate category provides for the communications path between a Customer Designated Premises and the serving wire center of that premises.



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B. Channel Mileage

The Channel Mileage rate category provides for the end office equipment and transmission channel between the serving wire center associated with the two Customer Designated Premises.

C. Optional Features and Functions

Optional Features and Functions may be added to a Private Line Service to improve its quality or utility to meet the Customer's specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained.

4.2 RATES AND CHARGES (ON-NET SERVICES)

4.2.1 High Capacity-DS1 Service (1.544 Mbps)

- | | | |
|----|----------------------------------------------------|-----|
| 1. | Channel Termination, per point of termination | |
| | Monthly Recurring Charge, per point of termination | TBD |
| | Nonrecurring Charge | ICB |

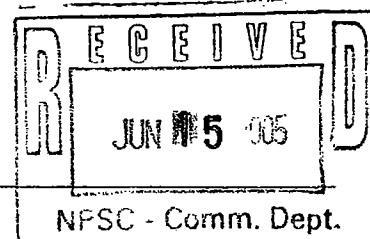
2. Channel Mileage

	<u>Fixed</u> <u>Monthly</u>	<u>Per Mile</u> <u>Per Month</u>
0 miles	---	--
>0 miles	TBD	TBD

4.2.2 Digital Cross Connect

Per DS3 Connection	ICB
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Issued: June 15, 2005

4.2.3 Time and Material Charges

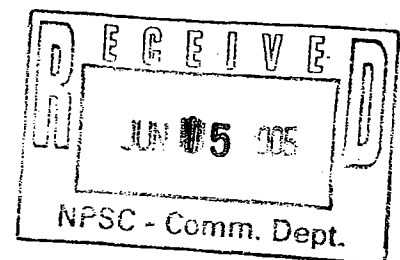
	Nonrecurring Charge
1. Basic Time, normally scheduled working hours	
Per technician – 1 st ½ hour or fraction thereof	35.00
Per technician – ea. additional ¼ hour or fraction thereof	12.00
2. Overtime, outside of normally scheduled working hours	
Per engineer/technician – 1 st ½ hour or fraction thereof	40.00
Per technician – ea. additional ¼ hour or fraction thereof	16.00
3. Premium time, outside of schedule work day	
Per engineer/technician-1 st ½ hour or fraction thereof	45.00
Per technician-ea. Additional ¼ hour or fraction thereof	20.00

4.3 PROMOTIONAL OFFERINGS

Subject to the approval of the Commission, the Company may from time to time elect to offer temporary promotional programs that shall waive, for a specified period of time not to exceed six (6) months, in whole or in part (1) any installation fee and/or (2) any recurring or nonrecurring fees for any Services other than intrastate toll service to introduce present or potential Customers to a service not previously received by the Customer.

1126

Issued By: Julie Patterson, Secretary
Time Warner Cable Information Services (Nebraska), LLC
290 Harbor Drive
Stamford, CT 06902





8/11/05
PK

Brad A. Gasper
Regulatory Affairs Manager
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6450 Sprint Parkway
Overland Park, Kansas 66251
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Fax: 913-315-0763
Email: brad.gasper@mail.sprint.com

July 29, 2005

Mr. Andrew Pollock
Executive Director
Nebraska Public Service Commission
The Atrium Building, Suite 300
1200 N. Street
Lincoln, Nebraska 68508-2078

Dear Mr. Pollock:

Enclosed is an original of Sprint Communications Company, L.P. Nebraska Tariff P.S.C. No. 2 which introduces intrastate access service offered by Sprint's Competitive Local Exchange Carrier (CLEC). This tariff is submitted with an August 1, 2005 issue date and a proposed effective date of August 11, 2005. Since this is a new tariff, all pages are being submitted as Original.

Commission consideration and timely approval of these pages are respectfully requested. If you have questions or need additional information regarding this filing, please contact Charles Siminio at (402) 441-9335 or Kristal Myers at (913) 315-9378.

Sincerely,

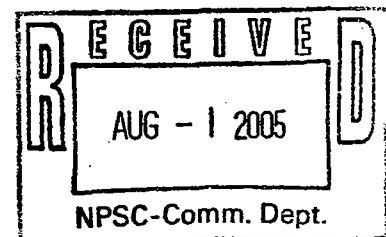

Brad A. Gasper

Attachments

Pc: Charles Simino
Fred Frantz
Diane Browning
Nick Andrisevic

NE05-25

1127



ACCESS SERVICE

TARIFF SCHEDULE
APPLICABLE TO
ACCESS SERVICE
WITHIN
THE STATE OF NEBRASKA
ISSUED BY
SPRINT COMMUNICATIONS COMPANY L.P.

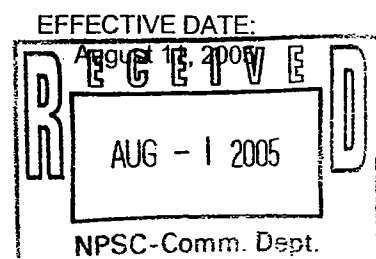
Nebraska Public Service Commission
Access Tariff P.S.C. No. 2

This tariff contains the regulations and rates applicable for the furnishing of Access Telecommunications Services provided by Sprint Communications Company, L.P. ("Sprint") within the State of Nebraska. This tariff is on file with the Nebraska Public Service Commission.

1128

ISSUE DATE:
August 1, 2005

Warren Hannah
Director – Tariffs



ACCESS SERVICE

CHECK SHEET

The Title Page and Pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff sheets that are in effect on the date shown on each page.

*Asterisk indicates changes in current tariff filing.

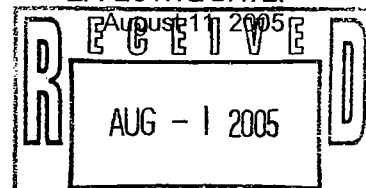
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2-10	Original	2-40	Original	6-9	Original
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ISSUE DATE:
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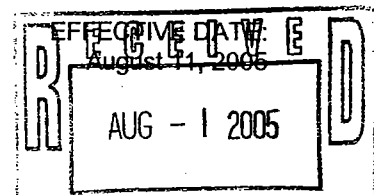
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ISSUE DATE:
August 1, 2005

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Director – Tariffs



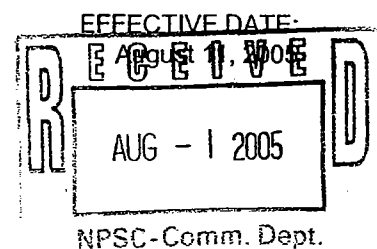
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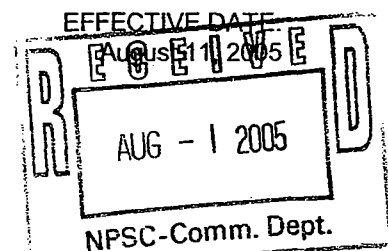
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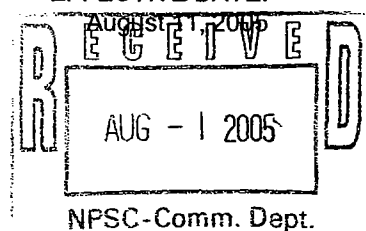
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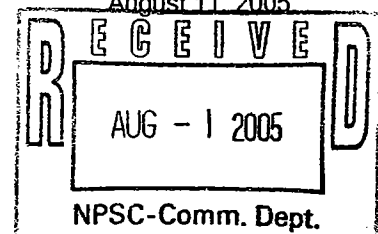
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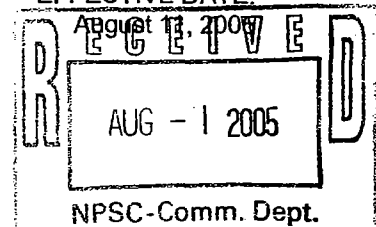
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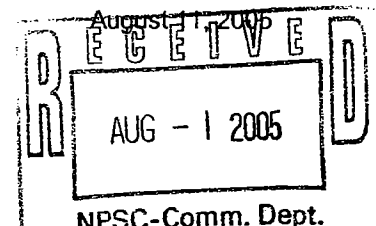
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EXPLANATION OF SYMBOLS

When changes are made on any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

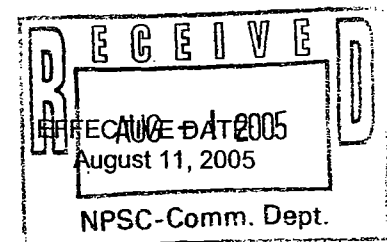
- C - To signify a "Change" in existing rate and/or regulation.
- D - To signify the "Deletion/Discontinuance" of rates, regulations, and/or text.
- I - To signify a rate "Increase."
- M - To signify matter "Moved/Relocated" within the tariff with no change to the material.
- N - To signify "New" text, regulation, service, and/or rates.
- R - To signify a rate "Reduction."
- T - To signify a "Text Change" in tariff, but no change in rate or regulation.
- Z - To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

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ACCESS SERVICE

1. Application of Tariff

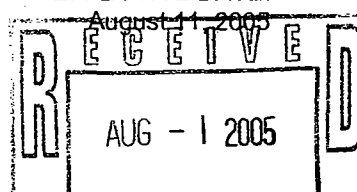
- 1.1 This tariff contains regulations, rates and charges applicable to the provision of Intrastate Access Services and other miscellaneous services, hereinafter referred to collectively as service(s), provided by Sprint Communications Company L.P., hereinafter referred to as the Company, to Customer(s).
- 1.2 The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.
- 1.3 The provision of service is subject to regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.
- 1.4 As a Local Exchange Carrier (LEC) which provides local service through its own facilities or in combination with its own facilities, the Company has local services available on a non-discriminatory basis.

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NPSC-Comm Dent.

ACCESS SERVICE

2. General Regulations

2.1 Undertaking of the Company

2.1.1 Scope

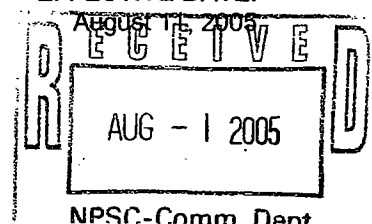
- (A) The Company will provide services under this tariff only to Customers in connection with their use and/or provision of intrastate service.
- (B) The Company does not undertake to transmit messages under this tariff, but offers the use of its service when available, and shall not be liable for errors in transmission or for failure to establish connections.
- (C) The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- (D) The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (E) Services are provided 24 hours daily, 7 days per week, except as set forth in other applicable sections of this tariff.
- (F) The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.
- (G) Service will be provided where facilities, billing capabilities and the resale of necessary underlying network elements are technologically and economically available and feasible. The furnishing of service under this tariff is subject to the continuing availability of all necessary facilities.
- (H) The Company reserves the right to limit use of facilities when necessary due to a shortage of facilities or other cause beyond the Company's control.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.2 Limitations

- (A) The customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
- (1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum service period and the termination liability applicable to such services, if any; or
 - (2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in the tariff shall apply to such assignee or transferee.

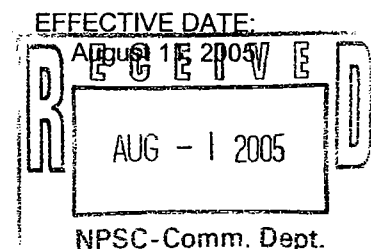
The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

- (B) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- (C) Subject to compliance with the rules mentioned in (B) preceding, the services offered herein will be provided to customers on a first-come, first-served basis.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Limitations (Cont'd)

(D) The use of the Automatic Number Identification (ANI) and Charge Number (CN) optional features shall be subject to the following limitations in accordance with Part 64, Subpart P, of the Federal Communications Commission's Rules. Any customer that is provided ANI or Charge Number service is:

- (1) permitted to use the telephone number and billing information for billing and collection, routing, screening, and completion of the originating telephone subscriber's call or transaction, or for services directly related to the originating telephone subscriber's call or transaction;
- (2) prohibited from reusing or selling the telephone number or billing information without first notifying the originating telephone subscriber and obtaining the affirmative consent of such subscriber for such reuse or sale; and
- (3) prohibited from disclosing any information derived from the ANI or Charge Number service, except as permitted by (1) and (2) above, for any purpose other than:
 - performing the services or transactions that are the subject of the originating telephone subscriber's call;
 - ensuring network performance security, and the effectiveness of call delivery;
 - compiling, using and disclosing aggregate information; and
 - complying with applicable law or legal process.

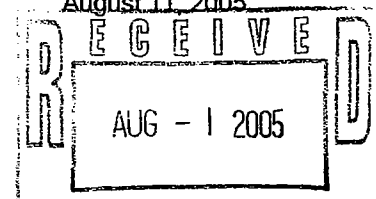
The above restrictions shall not prevent an ANI or Charge Number customer from using the telephone number and billing information, or information derived from analysis of the characteristics of calls received that include the ANI or Charge Number information, to offer a product or service that is directly related to the products or services previously purchased by an end user of the ANI or Charge Number customer.

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2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

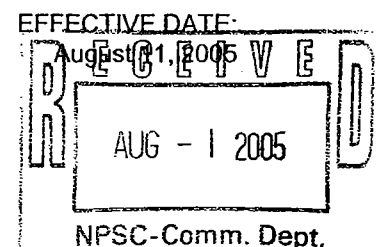
2.1.2 Limitations (Cont'd)

- (E) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.
- (F) The Company reserves the right to discontinue service, limit service, or to impose requirements necessary to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgement.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.3 Liability

- (A) The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (I) following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.
- (B) The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- (C) The Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- (D) The Company shall be indemnified, defended and held harmless by the customer or customer's end user against any claim, loss or damage arising from the use of services offered under this tariff. This obligation to indemnify, defend and hold harmless shall attach to the customer or the End User separately, and each shall be responsible for its own acts and omissions, including:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communication or customer's end user's own communications;
 - (2) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by the customer or customer's end user or;
 - (3) All other claims arising out of any act or omission of the customer or customer's end user in the course of using services provided pursuant to this tariff.

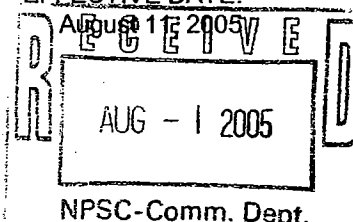
Notwithstanding the other provisions of this Section, the Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to the Customer's use of services provided under this tariff.

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2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability (Cont'd)

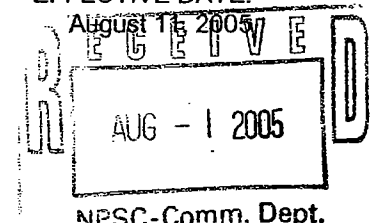
- (E) The Company is not liable for any special, incidental or consequential damages, or for commercial loss of any kind, whether or not it has been informed of the possibility of such damages.
- (F) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.
- (G) The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.
- (H) The Company does not guarantee or make any warranty with respect to its service when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of service so provided.
- (I) Due to the interdependence among telecommunications providers and the interrelationship with non-Telephone Company processes, equipment and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by: (1) the Customer; (2) other telecommunications providers; or (3) customer premises equipment. In addition, the Company does not ensure compatibility between Company and non-Telephone Company services used by the Customer.

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2. General Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Provision of Services

The Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Company's Exchange Services, will provide to the customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein.

2.1.5 Installation and Termination of Services

The Access Services provided under this tariff (A) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location inside a customer-designated premises and (B) will be installed by the Company to such Point of Termination. Access Service has only one Point of Termination per customer premises. Any additional terminations beyond such Point of Termination are the sole responsibility of the customer. The Point of Termination is an inherent part of Switched Access Service; therefore, the preceding does not preclude the customer's ability to have the Point of Termination moved.

2.1.6 Maintenance of Services

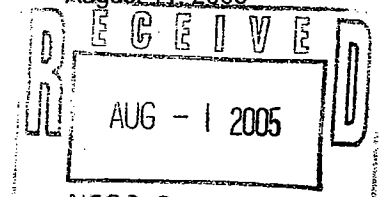
The services provided under this tariff shall be maintained by the Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

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2. General Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or, (D) change operations or procedures of the Company. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.8 Refusal and Discontinuance of Service

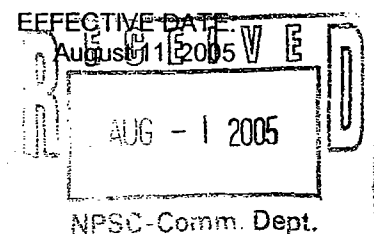
- (A) If a customer fails to comply with the provisions set forth in this tariff, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) days' written notice by Certified U.S. Mail to the person designated by that customer to receive such notice of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying customer at any time thereafter.

If the Company does not refuse additional applications for service on the date specified in the thirty (30) days' notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service to the noncomplying customer without further notice.

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2. General Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

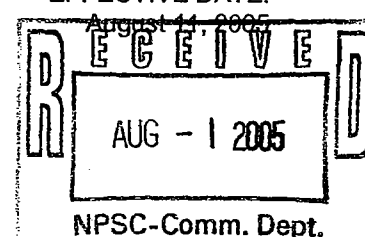
- (B) If a customer fails to comply with the provisions set forth in this tariff, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) days' written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of non-compliance, discontinue that provision of the services to the noncomplying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the noncomplying customer without further notice.
- (C) When access service is provided by more than one Company, the Companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of affective discontinuance of service without the cooperation of the other joint providers of Switched Access Service, such other Telephone Company(s) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Company's initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate service discontinuance for nonpayment, and where a conflict exists in the applicable tariff provisions, the regulations of the end office Telephone Company shall apply for joint service discontinuance.
- (D) When an access service is utilized for the provision of both interstate and intrastate traffic, and the call details are insufficient to identify the jurisdiction of the calls, discontinuance of service will result in the disconnection of all traffic, both interstate and intrastate.

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2. General Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (E) If the National Exchange Carrier Association, Inc. notifies the Company that the customer has failed to comply with Section 8 of the National Exchange Carrier Association, Inc. Tariff F. C. C. No. 5 (Lifeline Assistance and Universal Service Fund charges) including any customer's failure to make payments on the date and times specified therein, the Company may, on thirty days' written notice to the customer by Certified U. S. Mail, take any of the following actions: (1) refuse additional applications for service, (2) refuse to complete any pending orders for service, and/or (3) discontinue the provision of service to the customer. In the case of discontinuance, all applicable charges, including termination charges, shall become due.

2.1.9 Notification of Service-Affecting Activities

The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific; they affect many customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine reasonable notification requirements.

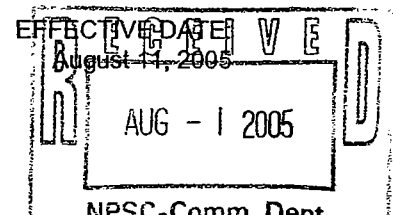
2.1.10 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.11 Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such number, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the customer 6 months notice, by certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s).

2.2 Use2.2.1 Interference or Impairment

(A) The characteristics and methods of operation of any circuits, facilities, or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plan, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

(B) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.R.F. Section 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

2.2.2 Unlawful Use

The service provided under this tariff shall not be used for an unlawful purpose.

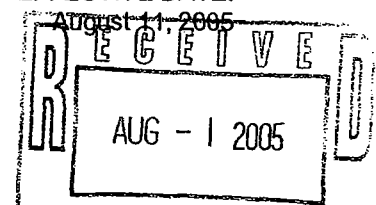
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ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer2.3.1 Damages

The customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company Services.

2.3.4 Availability for Testing

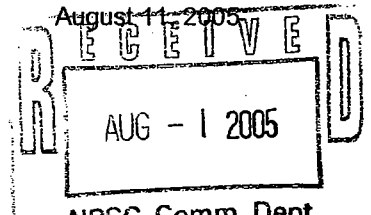
The services provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.5 Design of Customer Services

Subject to the provisions of 2.1.7 preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.6 References to the Company

The customer may advise end users that certain services are provided by the Company in connection with the service the customer furnishes to end users; however, the customer shall not represent that the Company jointly participates in the customer's services.

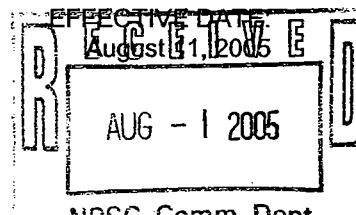
2.3.7 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the customer, its officers, agents or employees.
- (C) The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.8 Sectionalization – Trouble Reporting

The customer will be responsible for reporting troubles, sectionalized to Company facilities and/or equipment. When troubles cannot be clearly sectionalized to the Company facilities and/or equipment, the Company will test cooperatively or independently to assist in trouble sectionalization. Additional charges, as set forth in Section 13, are applicable for cooperative or independent testing performed by the Company.

2.3.9 Jurisdictional Report Requirements(A) Percent Interstate Usage (PIU)

- (1) Pursuant to Federal Communications Commission order F.C.C. 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called station number) is situated is an interstate communication.
- (2) The projected interstate percentages will be used by the Company to apportion the usage between interstate and intrastate until a revised report is received as set forth in (B)(3) following.

(B) Jurisdictional Reports

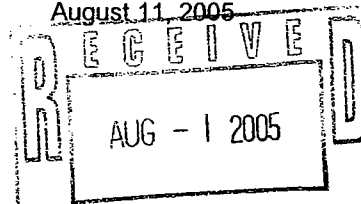
When the Company receives sufficient call detail to permit it to determine the jurisdiction of originating and terminating access minutes of use, the Company will bill using a PIU factor developed from these actual minutes of use and will not use the customer provided PIU factors provided as set forth in (1) through (4) following.

The Company developed PIU for access minutes of use will be determined at a statewide level. When the access minutes are measured, the interstate percentage will be developed on a quarterly basis by dividing the measured interstate originating or terminating access minutes (the access minutes where the calling number is in one state and the called number in another state) by the total measured originating or terminating access minutes. The Company will begin to utilize the Company developed PIU factors as soon as sufficient call detail is available, and will implement subsequent Company developed PIU factors on quarterly basis in accordance with the provisions set forth in 2.3.9(B)(3) following.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.9 Jurisdictional Report Requirements (Cont'd)(B) Jurisdictional Reports (Cont'd)

When the Company receives insufficient call detail to determine the jurisdiction, the Company will apply the customer's projected PIU factor, provided as set forth in (1) through (4) following, to apportion the usage between interstate and intrastate.

- (1) When a customer orders Feature Group D or TFC Access Services, the projected interstate percentage will be determined as set forth in (a), (b) and (c) following:

(a) Reserved for Future Use

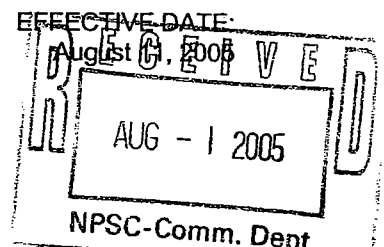
- (b) For terminating Feature Group D used in the provision of MTS/MTS-like service, terminating Feature Group D used in the provision of 900 service, originating Feature Group D used in the provision of 900 service, and originating and terminating Feature Group D used in the provision of Toll Free Code (TFC) service, the customer shall provide the projected interstate usage percentage in its access service order. In the event the customer fails to provide a projected interstate percentage, the Company will determine the projected interstate percentage as follows:

For originating access minutes, the projected interstate percentage will be developed on a monthly basis when the Feature Group D Switched Access Service minutes are measured by dividing the measured interstate originating minutes (the minutes where the calling number is in one state and the called number is in another state) by the total originating minutes when the call detail is adequate to determine the appropriate jurisdiction.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Jurisdictional Report Requirements (Cont'd)

(B) Jurisdictional Reports (Cont'd)

(1) (Cont'd)

(b) (Cont'd)

For terminating access minutes, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes.

- (c) When originating call details are insufficient to determine the jurisdiction for the call, the prior month's projected interstate percentage shall be used by the Company as the projected interstate percentage for originating and terminating access minutes. The projected intrastate percentage of use will be obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (i.e., $100 - \text{interstate percentage} = \text{intrastate percentage}$).

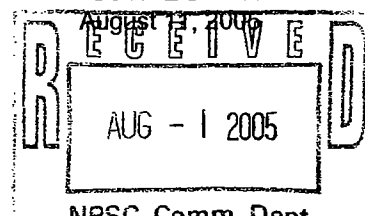
- (2) Except where Company measured access minutes are used as set forth in (1) preceding, the customer reported number of interstate services or interstate percentage of use as set forth in (1) preceding will be used until the customer reports a different projected interstate percentage for an in service end office. When the customer adds or discontinues lines or trunks to an existing end office, the customer shall furnish an updated projected interstate percentage that applies to the end office. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.9 Jurisdictional Report Requirements (Cont'd)(B) Jurisdictional Reports (Cont'd)

- (3) Effective on the first of January, April, July and October of each year the customer shall provide a revised jurisdictional report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September respectively, for each service arranged for interstate use. The customer shall forward the revised report to the Company, to be received no later than 15 days after the first of each such month. The revised report will serve as the basis for the next three months billing and will be effective on the customer's bill date for that service. No prorating or back billing will be done based on the report.

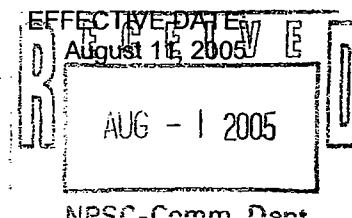
If the customer does not supply the revised reports, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Company will assume the percentages to be the same as those provided in the order for service as set forth in (1) and (2) preceding.

The Company reserves the right to request a report in accordance with this section and if the customer does not supply this report, the Company reserves the right to change the customer to 50% intrastate usage.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Jurisdictional Report Requirements (Cont'd)

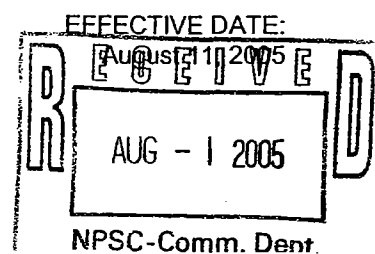
(B) Jurisdictional Reports (Cont'd)

(4) Reserved for Future Use

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.9 Jurisdictional Report Requirements (Cont'd)(C) Jurisdictional Report Verification

If the Company disputes the reasonableness of the PIU provided by the customer or the reported PIU varies by more than five percentage points over the preceding PIU, the Company may ask the customer to provide the data used by the customer to determine the projected intrastate percentage. The customer shall retain, for a minimum of one year, accurate call detail records from which the percentage of interstate and intrastate use can be derived, and shall make such records available for inspection as reasonably necessary for PIU verification. Such records shall be made available for inspection and audit within 15 days of the Company's request for verification.

The Company shall limit audits to one per year, except where additional audits may be required to verify allocation changes which represent a five percent shift from the customer's most recent reported figures, and such change is not the result of seasonal shifts or other identifiable reasons. The customer may request that verification audits be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the customer.

In the event the customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the customer's PIU, the Company will bill the usage for all the contested periods using the PIU reported by the customer for the previous period. This PIU will remain in effect until the customer provides the call detail records from which the PIU can be derived. No prorating or back billing will be done based on the newly derived factor.

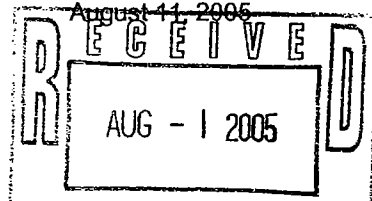
If the customer fails to provide the requested data, the Company reserves the right to utilize a PIU of 50% intrastate.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Determination of Intrastate Charges for Mixed Intrastate and Interstate Access Service

When mixed intrastate and interstate Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.3.9 (B) preceding will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as interstate is applied in the following manner:

- (A) For monthly and nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the stated tariff rate per element.
- (B) For usage sensitive (i.e., access minutes, calls and queries) chargeable rate elements, multiply the percent intrastate use times actual use (i.e., measured or Company assumed average use) times the stated tariff rate.

The intrastate percentage will change as revised usage reports are submitted as set forth in 2.3.9 preceding.

2.4 Payment Arrangements2.4.1 Payment of Rates, Charges and Deposits

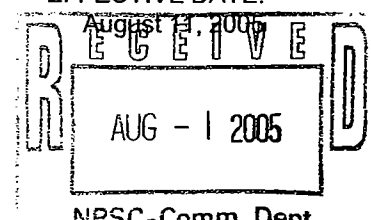
- (A) The Company will, in order to safeguard its interests, only require a customer which has a proven history of late payments to the Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a Company which has established credit and has no history of late payments to the Company. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Company's regulations as to prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

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2. General Regulations (Cont'd)2.4 Payment Arrangements (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(A) (Cont'd)

Such a deposit may be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Company, the customer will receive interest at the same percentage rate as that set forth in (B)(2)(b)(I) or in (B)(2)(b)(II), whichever is lower. The rate will be compounded daily for the number of days from the date the customer's deposit is received by the Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

(B) The Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period, except for charges associated with usage service. The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows:

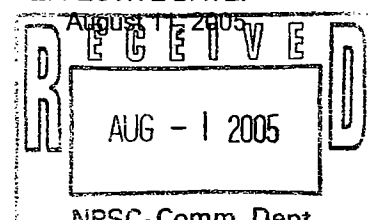
- (1) The Company will establish a bill day each month for each customer account. The bill will cover charges for the billing period for which the bill is rendered, plus any known unbilled charges and adjustments for prior periods. The billing period for usage shall be the last bill day through one day before the current bill day. Payment for such bills is due as set forth in (2) following. If payment is not received by the payment date, as set forth in (2) following in immediately available funds, a late payment penalty will apply as set forth in (2) following.

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2. General Regulations (Cont'd)2.4 Payment Arrangements (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

- (2) (a) All bills, dated as set forth in (1) preceding for service, provided to the customer by the Company are due 31 days (payment date) after the billing date, and are payable in immediately available funds. In the event that the Company renders the bill more than seven (7) days after the normal billing date, the Company will extend the payment date by one day for each day in excess of seven (7) until the bill is rendered. The date the bill is rendered will be considered to be the date the bill is post marked. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Veterans Day, the second Tuesday in November and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the customer as follows:

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

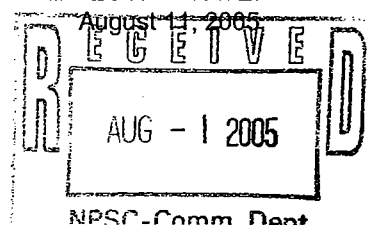
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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(2) (Cont'd)

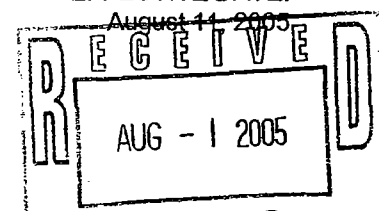
- (b) Further, if any portion of the payment is received by the Company after the payment date as set forth in (a) preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment interest charge shall be due to the Company. The late payment interest charge shall be the portion of the payment not received by the payment date times a late interest factor. The late factor shall be the lesser of:
 - (I) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Company, or
 - (II) 0.000329 per day, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Company.

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2. General Regulations (Cont'd)2.4 Payment Arrangements (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

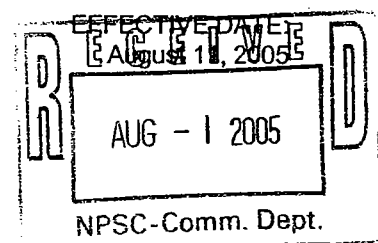
(B) (Cont'd)

- (2) (c) In the event that a billing dispute concerning any charges billed to the customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment interest charge set forth in (b) preceding. If the customer disputes the bill on or before the payment date, and pays the undisputed amount on or before the payment date, any late payment interest charge for the disputed amount will not start until 10 working days after the payment date. If the billing dispute is resolved in favor of the customer, no late payment interest charge will apply to the disputed amount. In addition, if a customer who has paid the total billed amount disputes the billed amount within six months of the payment date, as set forth in (a) preceding, and the billing dispute is resolved in favor of the customer, the customer shall be entitled to the principal amount of such overpayment plus an interest amount, calculated from the date the customer pays the bill to the date the money is refunded, for disputes found in favor of the customer which are filed within six months of the payment date. For disputes filed after six months from the payment date, interest will be paid from the claim date to the date the money is refunded to the customer. The disputed amount late payment interest charge shall be the disputed amount resolved in the customer's favor times an interest factor. The interest factor shall be the lesser of:
- (I) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or
- (II) 0.000329 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

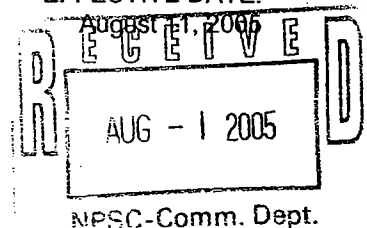
- (2) (d) In the event of a dispute concerning withheld payment amounts or overbilling, the customer shall notify the Company in writing at the earliest possible date, but in no event later than the normal payment date if the dispute concerns withheld payment amounts. The Company shall respond no later than 15 working days, or other mutually agreed period, from the date of receipt of the notice of dispute. Such response shall state agreement or disagreement with the customer's position and, if disagreement, shall state clearly the reasons for such disagreement.
- (C) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a 30 day month.
- (D) The Company will furnish sufficient supporting detail (e.g., type of charge, service type, invoice number, account number, adjustments, and payments) with bills rendered for access services to enable the customer to verify the accuracy of such bills.
- (E) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- (F) When more than one copy of a customer bill for services provided under the provisions of this tariff is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in Section 8.5.3.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one month except for those services set forth in 5.2.5(A) and 6.4.2 following.

The minimum period for which service is provided and for which rates and charges are applicable on an individual case basis, is one month unless a different minimum period is established with the individual case filing.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

- (A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
- (B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an Access Order for Switched Access service is set forth in 5.2.4 following.

2.4.4 Customer Bill Verification

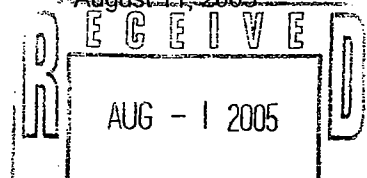
Upon reasonable notice, the customer, or its duly authorized representatives, shall have the right of access to mutually agreed upon Company information and records as may be necessary to verify the accuracy of access bills rendered to the customer in connection with Access Services provided under this tariff.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.5 Reestablishment of Service Following Fire, Flood or Other Occurrence

(A) Nonrecurring Charges Do Not Apply

Charges do not apply for the reestablishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- (1) The service is of the same type as was provided prior to the fire, flood or other occurrence.
- (2) The service is for the same customer.
- (3) The service is at the same location on the same premises.
- (4) The reestablishment of service begins within 60 days after Company service is available. (The 60 days period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period.)

(B) Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending reestablishment of service at the original location.

2.4.6 Title or Ownership Rights

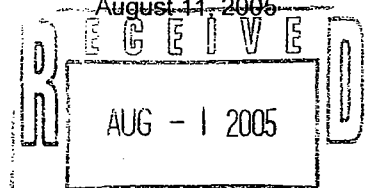
The payment of rates and charges by customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company or Rate Schedule is Involved

The billing method set forth in (A) following is applicable to interconnection arrangements between Exchange Telephone Companies involved in the provision of all Access Services.

In accordance with the Federal Communications Commission's Memorandum Opinion and Order in CC Docket No. 86-106, adopted July 20, 1987, the Company will adhere to the standards set forth in the Multiple Exchange Carrier Access Billing (MECAB) and the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines when providing access service under Multiple Telephone Company (Interconnection Point) Billing arrangements.

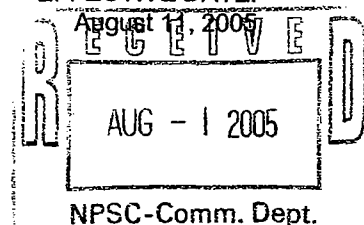
The Exchange Telephone Companies involved in providing the Access Service, will develop a mutually agreeable working arrangement to allow one of the Exchange Telephone Companies to perform "Access Service Coordination" (ASC) for all services requested.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company or Rate Schedule is Involved (Cont'd)

(A) Multiple Telephone Company (Interconnection Point) Billing

When an Access Service ordered by a customer involves more than one Exchange Telephone Company or rate schedule, the Exchange Telephone Companies involved will use a multiple bill method.

Multiple Bill Method: Each Exchange Telephone Company involved will provide the portion of the service in its operating territory and bill the customer in accordance with its Access Service tariff.

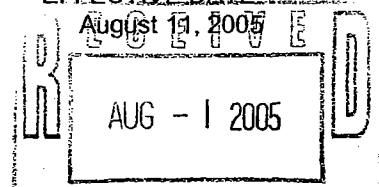
- (1) When Feature Group D Switched Access Service is ordered by a customer where one end of the Transport element is in the Company operating territory and the other end is in another Exchange Telephone Company operating territory, the orders shall be received as follows:
 - (a) For Feature Group D Switched Access Service ordered to an end office, the Exchange Telephone Company in whose operating territory the end office is located must receive the order from the customer.
 - (b) For Feature Group D Switched Access Service ordered to an access tandem, the Exchange Telephone Company in whose operating territory the access tandem is located must receive the order from the customer.
 - (c) For the Service ordered set forth in (a), and (b) preceding, the Exchange Telephone Company in whose operating territory the customer point of termination is located must also receive a copy of the order from the customer.

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2. General Regulations (Cont'd)2.4 Payment Arrangements (Cont'd)2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company or Rate Schedule is Involved (Cont'd)(A) Multiple Telephone Company (Interconnection Point) Billing (Cont'd)

(1) (Cont'd)

Each Exchange Telephone Company will provide the portion of the Transport element in its operating territory to an interconnection point with another Exchange Telephone Company and will bill the charges in accordance with its Access Service tariff. The rate for the Transport element will be determined as set forth in (2) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

(2) The rate for the Transport or Channel Mileage element for services provided is determined as follows:

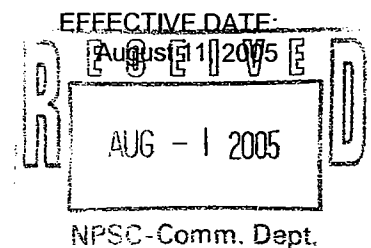
- (a) Determine the appropriate Transport by computing the airline mileage between the two ends of the Transport element.
- (b) Determine the rate for the airline mileage determined in (a) preceding using the Company's tariff. Multiply such rate by the Company's billing percentage factor and divide by 100 to obtain the Transport element charges.

(3) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage factor for the Company for the service between the two involved offices is listed in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

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2. General Regulations (Cont'd)2.5 Definitions

Certain terms used herein are defined as follows:

Access Code

The term "Access Code" denotes a uniform seven digit code assigned by the Company to an individual customer. The seven digit code has the form 950-0XXX or 950-1XXX and 101XXXX.

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage. On the originating end of an intrastate call, usage is measured from the time the originating end user's call is delivered by the Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an intrastate call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Tandem

The term "Access Tandem" denotes a Company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer's premises.

Account

The term "Account" denotes the set of billing information for a customer. Each account is uniquely identified by the billing account number (BAN) located on either the customer's bill or service record. Generally, services are aggregated by geographical location for a given account.

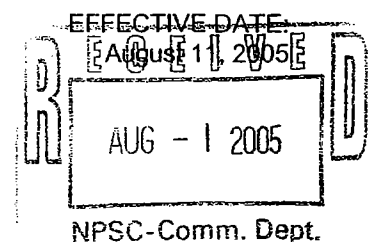
Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

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2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Attenuation Distortion

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

Business Day

The term "Business Day" denotes the times of day that a Company is open for business. Generally, in the business community, these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Company may vary based on Company policy, union contract and location.

Call

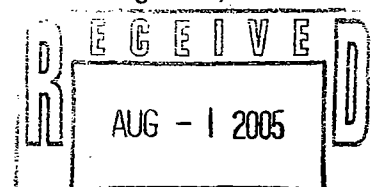
The term "Call" denotes a customer attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

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2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Carrier or Common Carrier

See Interexchange Carrier.

CCS

The term "CCS" denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

Central Office

The term "Central Office" denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to a customer's Telephone Exchange Service when dialed on a local basis.

Centralized Automatic Reporting on Trunks Testing

The term "Centralized Automatic Reporting on Trunks Testing" denotes a type of testing which includes the capacity for measuring operational and transmission parameters.

Channel(s)

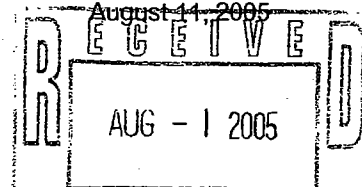
The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

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2. General Regulations (Cont'd)2.5 Definitions (Cont'd)Channel Service Unit

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format errors and remote loop back.

Channelize

The term "Channelize" denotes the process of multiplexing/demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-Message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

C-Notched Noise

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

Common Line

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service tariffs of the Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

Common Trunk Port

The Common Trunk Port provides for the use of shared end office trunk ports for the termination of common transport trunks for tandem or end office routed traffic.

Customer(s)

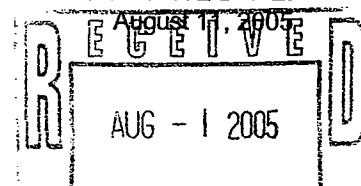
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The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or any other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers (ICs) and end users.

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2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Dedicated Trunk Port

The Dedicated Trunk Port provides for termination of a dedicated trunk as a trunk side arrangement to an end office or provides access into the access tandem at the serving wire center side of the switch.

Direct-Trunked Transport

The term "Direct-Trunked Transport" denotes switched access transport from the serving wire center to the end office on circuits dedicated to the use of a single access customer without tandem switching, or from the serving wire center to the access tandem when the transport from the access tandem to the end office is routed on circuits used in common by multiple access customers.

Echo Control

The term "Echo Control" denotes the control of reflected signals in a telephone transmission path.

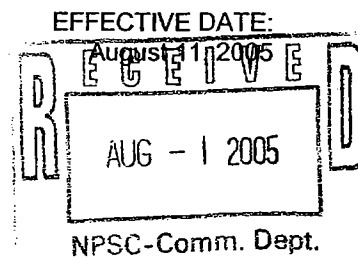
Echo Path Loss

The term "Echo Path Loss" denotes the measure of reflected signal at a 4-wire point of interface without regard to the send and receive Transmission Level Point.

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2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Echo Return Loss

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

End Office Switch

The term "End Office Switch" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules (RSM) and Remote Switching Systems (RSS) served by a host office in a different wire center.

End User

The term "End User" denotes any customer of an intrastate telecommunications service that is not a carrier, except that a carrier other than a Telephone Company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Entry Switch

See First Point of Switching

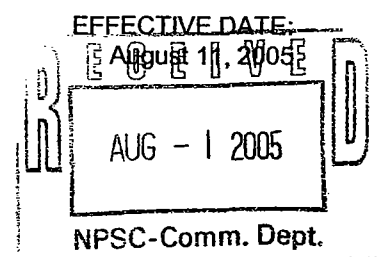
Envelope Delay Distortion

The term "Envelope Delay Distortion" denotes a measure of the linearity of the phase versus frequency of a channel.

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2. General Regulations (Cont'd)2.5 Definitions (Cont'd)Expected Measured Loss

The term "Expected Measured Loss" denotes a calculated loss which specifies the end-to-end 1004-Hz loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

Exchange

The term "Exchange" denotes a unit generally smaller than a local access and transport area, established by the Company for the administration of communications service in a specified area which usually embraces a city, town, or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of a Company's exchange area to include nearby exchanges. One or more designated exchanges comprise a given local access and transport area.

Exchange Access Signaling

The signaling system which is used, by equal access end offices, to transmit originating information and address digits to the customer's premises and which includes the means of verifying the receipt of these address digits. Features of this system include overlap outpulsing, identification of the type of call, identification of the ten-digit telephone number of the calling party, and acknowledgment wink supervisory signals.

Field Identifier

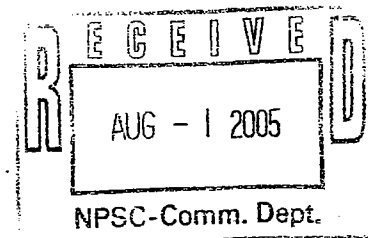
The term "Field Identifiers" denotes two to four characters that are used on service orders to convey specific instructions. Field Identifiers may or may not have associated data. Selected field identifiers are used in Company billing systems to generate nonrecurring charges.

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2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Firm Access Order

The term "Firm Access Order" denotes an access service order for which the customer has provided the Company sufficient information to proceed with the provision of facilities and/or terminations.

Firm Order Confirmation (FOC) Date

The date on which the Company confirms to the customer that the requested service can be provided.

First-Come, First-Served

The term "First-Come, First-Served" denotes a procedure followed when the first service order received will be the first service order processed.

First Point of Switching

The term "First Point of Switching" denotes the first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the customer premises to the terminating end office and, at the same time, the last Telephone Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the customer premises.

Frequency Shift

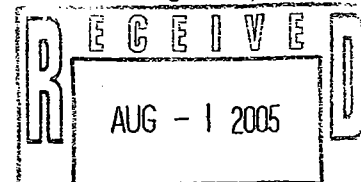
The term "Frequency Shift" denotes the change in the frequency of a tone as it is transmitted over a channel.

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2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and includes U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Impedance Balance

The term "Impedance Balance" denotes the method of expressing Echo Return Loss and Singing Return Loss at a 4-wire interface whereby the gains and/or loss of the 4 wire portion of the transmission path, including the hybrid, are not included in the specification.

Impulse Noise

The term "Impulse Noise" denotes any momentary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

Individual Case Basis

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, and rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

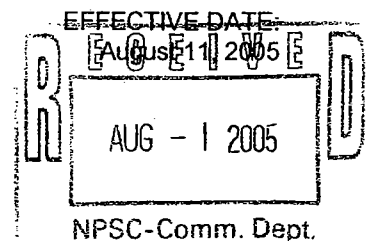
Inserted Connection Loss

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dBs) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

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2. General Regulations (Cont'd)2.5 Definitions (Cont'd)Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denote any individual, partnership, association, joint-stock Telephone Company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the non-linearity of a channel. It is measured using four tones, and evaluating the ratios (in dBs) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes. For the purposes of this tariff Geographical Market Area (GMA) and LATA are intended to be interchangeable.

Local Calling Area

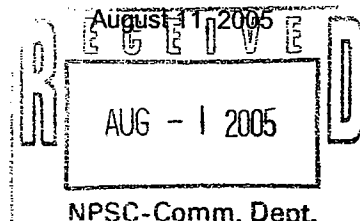
The term "Local Calling Area" denotes a geographical area, as defined in the Company's appropriate Local and/or General Exchange Service tariff, in which an end user (Telephone Exchange Service subscriber) may complete a call without incurring MTS charges.

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2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Local Tandem Switch

The term "Local Tandem Switch" denotes a local Telephone Company switching unit by which local or access telephonic communications are switched to and from an End Office Switch.

Location Routing Number

The term "Location Routing Number" denotes a ten digit number used to uniquely identify a switch that has ported numbers.

Loss Deviation

The term "Loss Deviation" denotes the variation of the actual loss from the designed value.

Message

The term "Message" denotes a "call" as defined preceding.

N-1 Carrier

The term "N-1 Carrier" denotes the telecommunications carrier responsible for determining the Location Routing Number and delivering a call to the Company's switch. The N-1 Carrier is the telecommunications carrier immediately preceding the terminating carrier in the Local Number Portability process.

Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating reorder or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

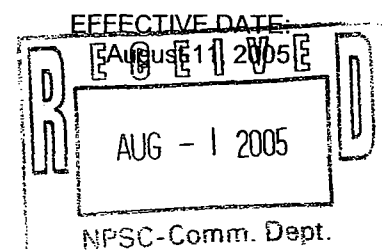
North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

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2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Off-hook

The term "Off-hook" denotes the active condition of Switched Access or a Telephone Exchange Service line.

On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Telephone Exchange Service line.

Operator Service System (OSS)

The term "Operator Service System" (OSS) denotes the group of interacting hardware (switching equipment, data links, and operator terminals) and software components for the provision of operator service functionality.

Originating Direction

The term "Originating Direction" denotes the use of Access Service for the origination of calls from an end user premises to a customer premises.

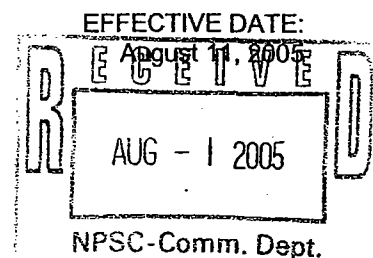
Overlap Outpulsing

The feature of the exchange access signaling system which permits initiation of pulsing to the customer's premises before the subscriber has completed dialing an originating call.

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2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Pay Telephone

The term "Pay Telephone" denotes coin or coinless instruments and related facilities that are available to the general public for public convenience and necessity.

Phase Jitter

The term "Phase Jitter" denotes the unwanted phase variations of a signal.

Point of Termination

The term "Point of Termination" denotes a point of demarcation within a customer designated premises at which the Company's responsibility for the provision of Access Service ends.

Premises

The term "Premises" denotes a building, or a portion of a building in a multitenant building, or buildings on continuous property (except Railroad Right-of-Way, etc.), not separated by a public highway.

Primary Exchange Carrier

The term "Primary Exchange Carrier" denotes the Local Exchange Telephone Company in whose exchange a customer's first point of switching is located.

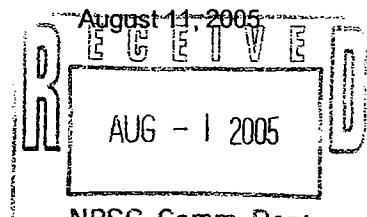
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ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Query

A query is a request for specific information generated by a computer processor and sent to a data base with a predefined set of responses expected.

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved with the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Remote Switching Modules and/or Remote Switching Systems

The term "Remote Switching Modules and/or Remote Switching Systems" denotes small, remotely controlled electronic end office switches which obtain their call processing capability from an ESS-type Host Office. The Remote Switching Modules and/or Remote Switching Systems cannot accommodate direct trunks to a customer.

Response

A response is one response from a set of predetermined expected responses to a request for information contained in a query from a computer processor.

Responsible Organization

The term "Responsible Organization" denotes that entity which is responsible for the management and administration of a Toll Free Code (TFC) service record in the TFC Service Management System.

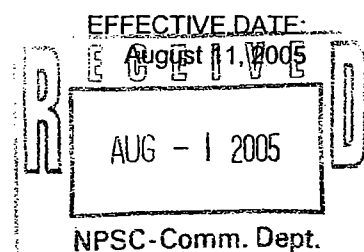
Return Loss

The term "Return Loss" denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the higher the similarity.

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2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Secondary Exchange Carrier

The term "Secondary Exchange Carrier" denotes the Local Exchange Telephone Company in whose exchange a customer's end user's end office is located and where the customer's first point of switching is provided by a Primary Exchange Carrier who is not the same Exchange Carrier as the Secondary Exchange Carrier.

Service Control Point

A Service Control Point (SCP) is a transaction processor based system that provides a network interface to various data base services.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the customer designated premises would normally obtain dial tone from the Company.

Signal-to-C-Notched Noise Ratio

The term "Signal-to-C-Notched Noise Ratio" denotes the ratio in dB of a test signal to the corresponding C-Notched Noise.

Singing Return Loss

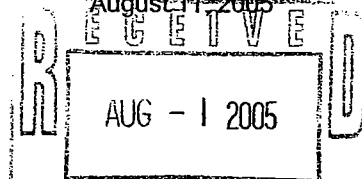
The term "Singing Return Loss" denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most likely to occur.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Definitions (Cont'd)Subtending End Office of an Access Tandem

The term "Subtending End Office of an Access Tandem" denotes an end office that has final trunk group routing through that tandem.

Tandem-Switched Transport

The term "Tandem-Switched Transport" denotes switched access transport from the access tandem to an end office subtending that tandem. Tandem-switched transport consists of circuits used in common by multiple access customers from the tandem to the end office.

Toll Free Code (TFC)

The term "Toll Free Code" denotes a three-digit Numbering Plan Area (NPA) or Area Code that is specifically assigned by the telecommunications industry for use by Telecommunications Service Providers in the provision of telephone numbers that, unlike traditional telephone numbers and calls, when dialed are toll free to the originating caller. The specific codes assigned and used, or reserved for use, for this purpose are 800, 822, 833, 844, 855, 866, 877, and 888.

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering; e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

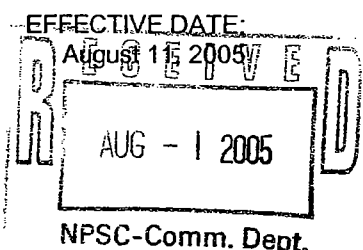
Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

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2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Trunk Side Connection

The term "Trunk Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical (V) and horizontal (H) coordinates of the two points.

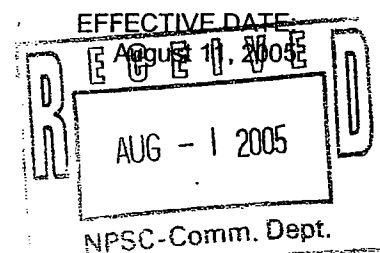
Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

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ACCESS SERVICE

3. Carrier Common Line Access Service

The Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to customers in conjunction with Switched Access Service provided in Section 6 of this tariff.

3.1 General Description

Carrier Common Line Access provides for the use of end users' Company provided common lines by customers for access to such end users to furnish Intrastate Communications.

Premium Access is (1) Switched Access Service provided to customers under this tariff which furnish intrastate MTS or (2) Switched Access Service in an end office converted to equal access.

3.2 Limitations3.2.1 Exclusions

Neither a telephone number nor detail billing are provided with Carrier Common Line Access. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

3.3 Determination of Usage Subject to Carrier Common Line Access Charges

Switched Access Service provided to the customer will be subject to Carrier Common Line Access charges.

3.4 Determination of Charges

Charges for the involved customer account will be determined as follows:

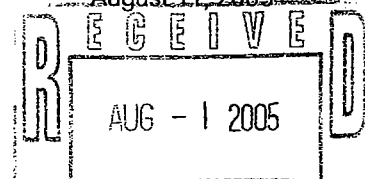
- (A) Access minutes for all Switched Access Service subject to Carrier Common Line charges will be multiplied by the Access per minute rate as set forth in Section 8 following.
- (B) Terminating per minute charge(s) apply to:
 - all terminating access minutes of use;
 - all originating access minutes of use associated with calls placed to Toll Free Code (TFC) and 900 numbers, less the percentage of originating access minutes of use reported by the customer, as set forth following, that are associated with calls placed to TFC and 900 numbers that terminate in a Switched Access Service that is assessed Carrier Common Line charges.

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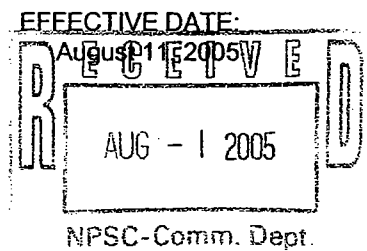
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4. Reserved for Future Use

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ACCESS SERVICE

5. Ordering Options for Switched Access Service

5.1 General

This section sets forth the regulations and order related charges of Access Orders for Switched Access Services. These charges are in addition to other applicable charges as set forth in other sections of this tariff.

An Access Order is an order to provide the customer with Switched Access Service or to provide changes to existing services.

5.1.1 Ordering Conditions

The customer shall provide all information necessary for the Company to provide and bill for the requested service. In addition to the order information required in 5.2 following, the customer must also provide:

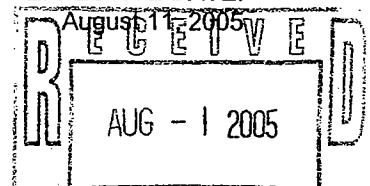
- Customer name and premises address(es).
- Billing name and address (when different from customer name and address).
- Customer's contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

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5. Ordering Options for Switched Access Service (Cont'd)5.1 General (Cont'd)5.1.2 Provision of Other Services

- (A) In addition to Switched Access Services, other services offered under provisions of this tariff shall be ordered with an Access Order or as set forth in (B) following. The rates and charges for these other services, as set forth in other sections of this tariff, will apply in addition to the ordering charges set forth in this section and the rates and charges for the Access Service with which they are associated.
- (B) With the agreement of the Company, other services mentioned in (A) preceding may subsequently be added to an Access order at any time, up to and including the service date for an Access Service.
- (C) Additional Engineering is not an ordering option, but will be applied to an Access Order when the Company determines that Additional Engineering is necessary to accommodate a customer's request. Additional Engineering will only be required as set forth in 13.1 following. When it is required, the customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the customer agrees to the Additional Engineering, a firm order will be established. If the customer does not want the service or facilities after being notified that Additional Engineering of Company facilities is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the customer for the Additional Engineering may not exceed the estimated amount by more than 10%.

The regulations for Additional Engineering are set forth in 13.1 following and are in addition to the regulations, rates and charges specified in this section.

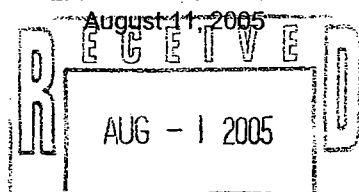
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5. Ordering Options for Switched Access Service (Cont'd)5.1 General (Cont'd)5.1.3 Discontinuance of Service

Orders for discontinuance of service must be received in writing 24 hours in advance of the customer desired disconnect date. The Company will insure that the service is disconnected on the requested date. No charges will apply after the requested disconnect date, except as defined for minimum periods in Section 2 preceding.

5.2 Access Order

An Access Order is used by the Company to provide a customer Access Service as follows:

- Switched Access Services as set forth in 6. following, and
- Other Services as set forth in 5.1.2 preceding.

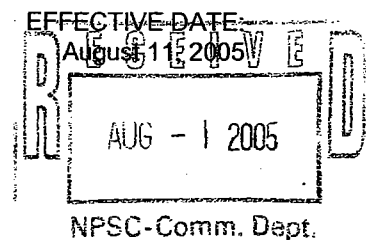
When placing an order for Access Service, the customer shall provide all standard ASR ordering information as specified in industry guidelines, including the following information.

- For Feature Group D Switched Access Service, the customer shall specify the number of trunks and the end office when direct routing to the end office is desired or the access tandem switch when routing is desired via an access tandem switch and the Switched Transport and Local Switching Options desired. When ordering FGD trunks to an access tandem, the customer must also provide the Company an estimate of the amount of traffic by type it will generate to and/or from each end office subtending the access tandem to assist the Company in its own efforts to project further facility requirements. The basic traffic type must also be specified using the same categories as described in 6.1.1(D) following, to enable efficient provisioning and billing functions. When a customer orders FGD, the customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

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ACCESS SERVICE

5. Ordering Options for Switched Access Service (Cont'd)5.2 Access Order (Cont'd)

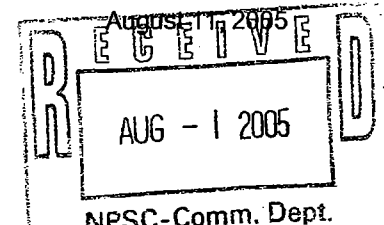
- When ordering FGD with SS7 Signaling, in addition to the information listed in 5.2 preceding, the customer shall specify the signaling point codes and trunk circuit identification codes. The customer must also identify the Common Channel Signaling/Signaling System 7 (CCS/SS7) Interconnection Service link associated with the FGD trunk group.
- For Toll Free Code (TFC) Access Service, the customer shall order in the same manner which is set forth preceding for ordering Feature Group D, except that customers may request direct connections to only those end offices equipped with TFC Service Switching Point (TFC SSP) functionality. All TFC traffic originating from end offices not equipped with the TFC SSP function must be routed via an access tandem at which the function is available and the TFC Access Service must be ordered accordingly. TFC SSP locations are identified in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.
- For 900 Access Service, the customer shall order in the same manner which is set forth preceding for ordering Feature Group D, except that customers may request direct connections to only those end offices designated by the Company 900 Access Service screening offices. Additionally, when new NXX(s) are to be opened in the state, for exchanges served by the Company, or when existing NXX(s) are to be deleted, and such change is to occur coincident with the service date established for the order, the customer shall provide such information when placing the order for service. All 900 number assignments and administration shall be in accordance with the North American Numbering Plan (NANP).

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5. Ordering Options for Switched Access Service (Cont'd)5.2 Access Order (Cont'd)

- For Operator Transfer Service, the customer must specify the specific states where the customer desires the service to be provided. It is not necessary to order Operator Inward Assistance Service. The customer must specify whether Feature Group D Switched Access Service will be used to interconnect between the OSS Tandem(s) and the customer's premises and whether or not operator functionality, coin station control, or both are to be provided to the customer.

Operator Service System (OSS) Tandem interconnection requirements are specified in Section 9.2 following. Information regarding OSS Tandem locations is contained in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

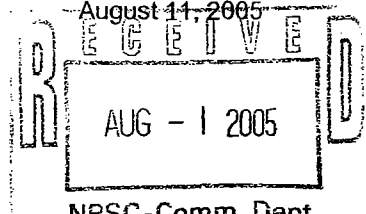
- When Switched Access Service is ordered in trunks, the trunks may be determined by the customer in the following manner. For each day the customer shall determine the highest number of trunks in use for a single hour. The customer shall, for the same hour period (i.e., busy hour), pick the twenty consecutive business days in a calendar year which add up to the largest number of trunks in use. The customer shall then determine the average busy hour trunks by dividing the largest number of trunks in use figure, for the same hour period, for the consecutive twenty business day period by 20. This computation shall be performed for each end office and/or access tandem the customer wishes to serve.

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5. Ordering Options for Switched Access Service (Cont'd)5.2 Access Order (Cont'd)5.2.1 Access Order Service Date Interval

The Company will make every effort to provide access service to customers on the date specified by the customer.

To the extent the access service can be made available with reasonable effort, the Company will provide the access service in accordance with the Company's standard ordering interval.

5.2.2 Access Order Charge

The Access Order Charge is designed to recover the costs associated with processing the customer's order, and will apply on a per order basis. This charge will be in addition to any other applicable nonrecurring charges as set forth in Sections 6, and/or 13 following.

At the time the Customer places an Access Order with the Company, the Customer will be informed that if the Access Order is canceled prior to installation of access facilities, where installation of access facilities has commenced, a cancellation charge as set forth in Section 5.2.4(B) will apply.

5.2.3 Access Order Modifications

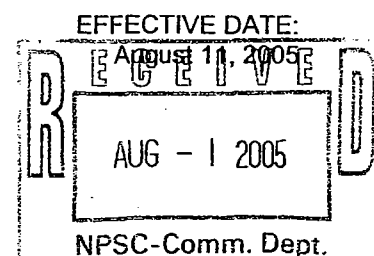
The customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the customer's use. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the modification cannot be made with the normal work force during normal business hours, the Company will notify the customer. If the customer still desires the Access Order modification, the Company will schedule a new service date. All charges for Access Order modifications will apply on a per access order basis.

Any increase in the number of Switched Access Service lines or trunks will be treated as a new Access Order (for the increased amount only).

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5. Ordering Options for Switched Access Service (Cont'd)5.2 Access Order (Cont'd)5.2.3 Access Order Modifications (Cont'd)(A) Service Date Change

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 120 calendar days. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 120 calendar days, the Company will accordingly delay the start of service. If the customer requested service date is more than 120 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied unless the customer indicates that billing for the service is to commence as set forth in 5.2.4(A) following.

A new service date may be established that is prior to the original date agreed to by the Company and the customer if the Company determines it can accommodate the customer's request without delaying service dates for orders of other customers.

(B) Partial Cancellation Charge

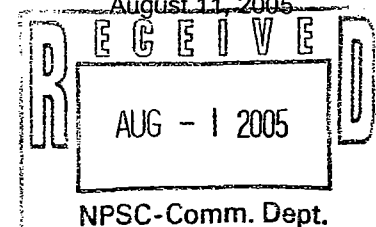
Any decrease in the number of ordered Switched Access Service trunks will be treated as a partial cancellation and the charges as set forth in 5.2.4(B) following will apply.

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5. Ordering Options for Switched Access Service (Cont'd)5.2 Access Order (Cont'd)5.2.3 Access Order Modifications (Cont'd)(C) Design Change Charge

The customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by Company personnel of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the Customer's request. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of Transport Termination (Switched Access only), type of channel interface, type of Interface Group or technical specification package. Design changes do not include a change of customer premises, end user premises or end office switch. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

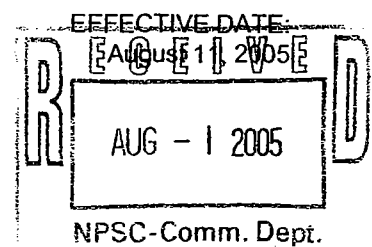
The Company will review the requested change, notify the customer whether the change is a design change, if it can be accommodated and if a new service date is required. If the customer authorizes the Company to proceed with the design change, a Design Change Charge will apply. The Design Change Charge will apply on a per order occurrence basis, for each order requiring a design change.

If, as a result of the change, the original service date cannot be met without the Company incurring additional labor, and the Customer provides authorization to the Company to proceed, then charges will apply. If the Customer is unwilling to pay such costs and the service date must be changed as a result of the design change, a Service Date Change Charge as set forth in Section 5.2.3(A) would apply.

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5. Ordering Options for Switched and Special Access Service (Cont'd)5.2 Access Order (Cont'd)5.2.4 Cancellation of an Access Order

- (A) A customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that service is available for the customer's use. The cancellation date is the date the Company receives written or verbal notice from the customer that the order is to be canceled. If a customer or a customer's end user is unable to accept Access Service within 30 calendar days of the latest agreed upon service date (i.e., firm order confirmation date), the customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in (B) following will apply, or
- Billing for the service will commence.

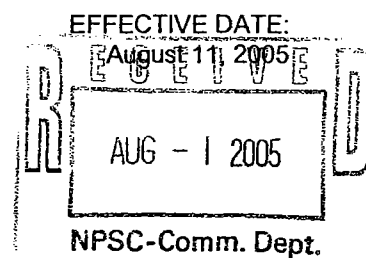
In any event, the cancellation date or the date billing is to commence (depending on which option is selected by the customer) shall be the 31st day beyond the latest agreed upon service date (i.e., firm order confirmation date), of the Access Order.

- (B) When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:
- (1) Costs incurred in conjunction with the provision of Switched Access Service start on the Firm Order Confirmation date.
 - (2) When the customer cancels an Access Order or portion thereof prior to the Firm Order Confirmation date, no charges shall apply.
 - (3) When the customer cancels an Access Order on or after the Firm Order Confirmation date, a Cancellation Charge will apply.

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5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.4 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

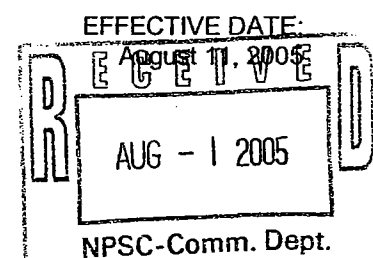
(4) Calculation of the Cancellation Charge is as follows:

- (a) If the customer has requested a Service Date Change beyond the original service date, the resulting additional installation days are included in the service interval.
 - (b) When counting the number of days in the service interval or the number of days from the Firm Order Confirmation date through the Access Order Cancellation Date, the Firm Order Confirmation date will count as day one.
 - (c) The Cancellation Charge will be a percentage of all of the nonrecurring charges associated with the access order, or that part of the order being canceled. This percentage is calculated by dividing the number of days from the Firm Order Confirmation date through the Cancellation Date by the number of days in the agreed to service interval. The Cancellation Charge is then developed by multiplying the nonrecurring charges associated with installation of the canceled service by the calculated percentage.
- (C) When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- (D) If the Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., acts of God, governmental requirements, work stoppages and civil commotions), the customer may cancel the Access Order without incurring cancellation charges.

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5. Ordering Options for Switched Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.5 Minimum Period

- (A) The minimum period for Switched Access Service Feature Group D is three months. The minimum period for all other Access Services is one month.
- (B) Service Rearrangements for Switched Access Services may be made without a change in minimum period requirements.
- (C) Changes will be treated as a discontinuance service. All associated nonrecurring charges will apply for the new service. A new minimum period will be established for the new service. The customer will also remain responsible for all outstanding minimum period obligations associated with the disconnected service.

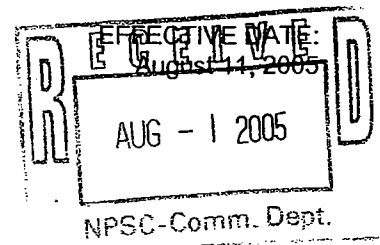
The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- (1) A change of customer of record (i.e., Access Service is provided to and billed to a different entity).
- (2) A move to a different building.

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5. Ordering Options for Switched Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.6 Minimum Period Charges

When Access Service is disconnected at the customer's request prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for services provided with a one month minimum period will be determined as follows:

(A) For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity as set forth in 6.4.3 following.

The Minimum Period Charge for Feature Group D Switched Access Service will be determined as set forth in 2.4.2 preceding.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

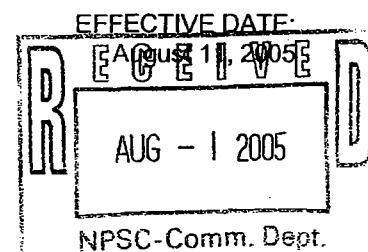
5.3 Rates and Charges

Rates are included in Section 8.

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6. Switched Access Service.6.1 General

Switched Access Service, which is available to customers for their use in furnishing their services to end users, provides a two-point electrical communications path between a customer's premises and an end user's premises. It provides for the use of common terminating, common switching, switched transport facilities, and common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises, and to terminate calls from a customer's premises to an end user's premises in the LATA where it is provided.

Rates and charges for Switched Access Service depend generally on its use by the customer. Rates and charges for Switched Access Service are contained in Section 8. The application of rates for Switched Access Service is described in 6.4 following. Rates and charges for services other than Switched Access Service, e.g., a customer's interLATA and intraLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

6.1.1 Switched Access Service Arrangements and Manner of Provision

Switched Access Service is provided in various service categories of standard and optional features called Feature Group D, Toll Free Code (TFC) Access Service, and 900 Access Service.

(A) Feature Group D (FGD)

FGD Access, which is available to all customers, provides trunk side access to Company end office switches, with an associated 101XXXX access code for the customer's use in originating and terminating communications. A more detailed description of FGD Access is provided in 6.2.1 following.

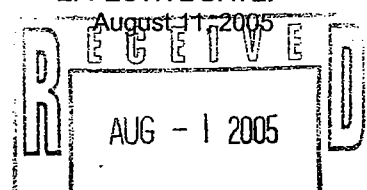
The provision of FGD Access is subject to local availability.

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6. Switched Access Service (Cont'd)6.1 General (Cont'd)6.1.1 Switched Access Service Arrangements and Manner of Provision (Cont'd)(B) Toll Free Code (TFC) Access Service

TFC Access Service is an originating service that is provided via TFC Access Service switched trunk groups, or may be provided in conjunction with FGD. The service provides for the forwarding of end user dialed TFC calls to a Company Service Switching Point (SSP) which will initiate a query to the Company's TFC data base to perform the customer identification function. The call is forwarded to the appropriate customer based on the dialed TFC number. The customer has the option of having the TFC dialed number (e.g., 800-NXX-XXXX) or, if the TFC to Local Exchange Number Translation optional feature is specified, a translated ten digit local exchange number (i.e., NPA-NXX-XXXX) delivered to the customer premises.

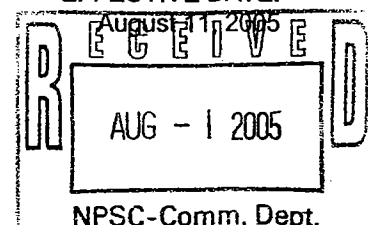
When TFC Access Service traffic is combined in the same trunk group arrangement with other traffic, usage for the TFC Access Service traffic will be aggregated with the other traffic for billing purposes. When separate trunk groups are provided for TFC Access Service, usage will be provided separately. A more detailed description of TFC Access Service is as set forth in 6.2.2.

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6. Switched Access Service (Cont'd)6.1 General (Cont'd)6.1.1 Switched Access Service Arrangements and Manner of Provision (Cont'd)(C) 900 Access Service

900 Access Service is an originating service that is provided via 900 Access Service switched trunk groups, or may be provided in conjunction with FGD. The Service provides the customer identification function (900 NXX screening) based on the first six digits of the dialed 900 number. When a 1 + 900 + NXX + XXXX call is originated by an end user, a customer identification function determines the customer to which the call is to be routed based on the NXX dialed.

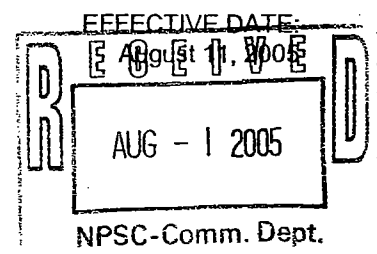
When a customer requests that the Company open a 900 NXX access code for exchanges served by the Company within a specified state, LATA or service area subtending an access tandem, the order must include the provisioning of all Company offices within that state, LATA or all offices subtending the specified access tandem.

When 900 Access Service traffic is combined in the same trunk group arrangement with other traffic, usage for the 900 Access Service traffic will be aggregated with the other traffic for billing purposes. When separate trunk groups are provided for 900 Access Service, usage will be provided separately. A more detailed description of 900 Access Service is as set forth in 6.2.3.

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6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.1 Switched Access Service Arrangements and Manner of Provision (Cont'd)

(D) Manner of Provision

FGD is furnished on a per-trunk basis.

Trunks are differentiated by type and directionality of traffic carried over a Switched Access Service arrangement. Differentiation of traffic is necessary for the Company to properly design Switched Access Service to meet the traffic carrying capacity requirement of the customer.

There are two major traffic types. These are: Originating and Terminating. Originating traffic type represents access capacity within a LATA for carrying traffic from the end user to the customer; while Terminating traffic type represents access capacity within a LATA for carrying traffic from the customer to the end user. When ordering capacity for FGD Access, the customer must at a minimum specify such access capacity in terms of Originating traffic type and/or Terminating traffic type.

6.1.2 Rate Categories

There are two rate categories which apply to Switched Access Service:

- Switched Transport
- Local Switching

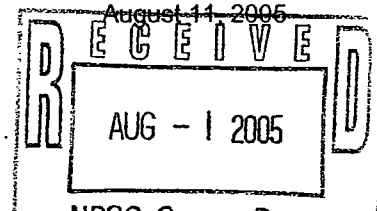
In addition to these two rate categories, there are also charges that apply only to TFC and 900 Access Services. The description and application of TFC Access Service is located in Section 6.2.2 following. The description and application for 900 Access Service is located in Section 6.2.3 following.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)6.1 General (Cont'd)6.1.2 Rate Categories (Cont'd)(A) Switched Transport

The Switched Transport rate category provides the transmission facilities between the customer's premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

Switched Transport provides a one-way or two-way voice frequency transmission path composed of facilities determined by the Company which permit the transport of calls in the originating direction and in the terminating direction, though not simultaneously.

Switched Transport is comprised of an Entrance Facility, Direct-Trunked Transport, Tandem-Switched Transport and various optional features and functions. Descriptions of the Switched Transport components are provided in (1) through (4) following.

(1) Entrance Facility

An Entrance Facility provides the communication path between a customer's premises and the Company's serving wire center for that premises. The Entrance Facility is dedicated to the use of a single customer and is available for use with all line side and trunk side Switched Access services. An Entrance Facility is provided even if the customer's premises and the serving wire center are located in the same building. Entrance Facilities will be at the DS1 or mutually agreed upon level.

(a) DS1 Entrance Facility

DS1 Entrance Facility provides 24 channels for the transmission of nominal 56kbps or 1.544 Mbps isochronous serial data. The actual bit rate and framing format is a function of the channel interface selected by the customer.

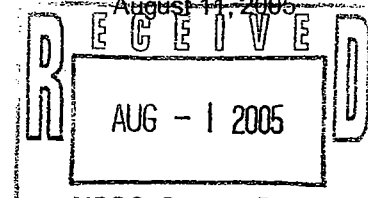
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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(1) Entrance Facility (Cont'd)

(b) DS3 Entrance Facility

DS3 Entrance Facility provides 28 DS1's or 672 channels for the transmission of nominal 44.736 Mbps isochronous serial data.

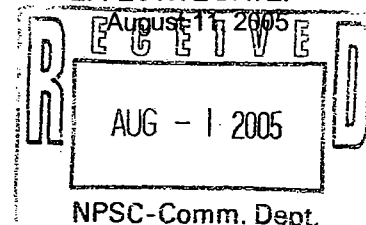
DS3 Entrance Facility rates may vary based on distance. The mileage used to determine the monthly rate for entrance facilities located outside a Company Central Office is the airline distance between the customer's designated premises and the Company serving wire center. The mileage measurement is determined by utilizing exchange maps and mileage tables located in designated Company offices for such purposes.

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6. Switched Access Service (Cont'd)6.1 General (Cont'd)6.1.2 Rate Categories (Cont'd)(A) Switched Transport (Cont'd)(2) Direct-Trunked Transport

Direct-Trunked Transport provides the communication path between the serving wire center of a customer's premises and an end office or between the serving wire center and an access tandem when transport from the access tandem to the end office is routed on circuits used in common by multiple access customers. Direct-Trunked Transport is dedicated to the use of a single customer and does not require switching at an access tandem. Direct-Trunked Transport is available for use with all trunk side Switched Access services.

Direct-Trunked Transport is not available to end offices that lack recording and measuring capabilities needed to provide Direct-Trunked Transport. Direct-Trunked Transport is also not available for TFC Access Service when the required SSP function is located at the access tandem.

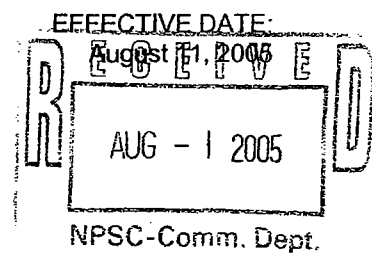
Direct-Trunked Transport provides for the transmission facilities between the Company's serving wire center and an end office when such facilities are not switched through an access tandem, or between the Company's serving wire center and the access tandem. This includes the transmission medium itself as well as certain circuit equipment that is used at the ends of the interoffice links and employed to provision the channels on the transmission medium and circuit equipment used within the network to manage the circuits at intermediate locations.

Direct-Trunked Transport also provides for the transmission facilities between the Company's serving wire center and a hub that interconnects facilities for both Tandem-Switched Transmission and Direct-Trunked Transport.

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6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(3) Tandem-Switched Transport

Tandem-Switched Transport provides the communication path between the access tandem and an end office that subtends that tandem, and includes tandem switching functions. Tandem-Switched Transport is available for use with all trunk side Switched Access services

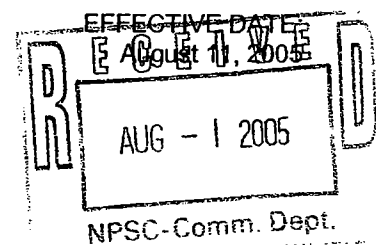
Tandem-Switched Transport provides for the transmission facilities between the access tandem and an end office that subtends the tandem.

- (a) Tandem-Switched Transmission, which provides for the transmission facilities from the Company's access tandem switch to an end office subtending that tandem. This includes the transmission medium itself as well as certain circuit equipment that is used at the ends of the interoffice links and employed to derive the channels of the transmission medium, and circuit equipment used within the network to manage the circuits at intermediate locations.
- (b) Tandem Switching provides for the use of the Company's Access Tandem.
- (c) Common Transport Multiplexing provides for the use of the multiplexing equipment at the remote, the end office, and at the access tandem.

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6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(3) Tandem-Switched Transport (Cont'd)

(d) Dedicated Transport Multiplexing provides for the use of multiplexing equipment at the end office and access tandem. The dedicated transport multiplexing rate element is a flat rated charge and is assessed at both the end office and tandem. Dedicated transport multiplexing is provided at the rates set forth in Section 8 following for DS3 to DS1 multiplexing.

(e) Tandem Trunk Port

The trunk port rate elements are defined as follows:

- Common Trunk Port

The Common Trunk Port provides for the use of shared end office trunk ports for the termination of common transport trunks for tandem or end office routed traffic.

- Dedicated Trunk Port

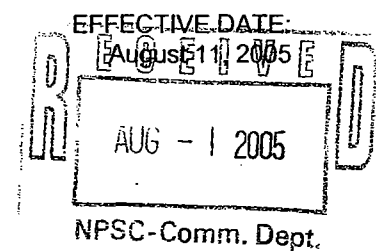
The Dedicated Trunk Port provides for termination of a dedicated trunk as a trunk side arrangement to an end office or provides access into the access tandem at the serving wire center side of the switch.

Switched Transport is provided at the rates and charges set forth in Section 8 following.

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6. Switched Access Service (Cont'd)6.1 General (Cont'd)6.1.2 Rate Categories (Cont'd)(A) Switched Transport (Cont'd)(4) Chargeable Optional Features(a) Multiplexing

Multiplexing provides for arrangements to convert a single higher capacity or bandwidth circuit for bulk transport to several lower capacity or bandwidth circuits. Multiplexing is only available at Company designated Hubs (end offices) arranged for multiplexing or at the access tandem trunk on the serving wire center side of the access tandem. All Types of multiplexing may not be available at each Hub location.

Listed below are the multiplexing arrangements offered with switched access.

(1) DS3 to DS1

An arrangement that multiplexes twenty-eight DS1 digital circuits to a single DS3 digital circuit at a rate of 44.736 Mbps, or multiplexes a single DS3 digital circuit at a rate of 44.736 Mbps to twenty-eight DS1 digital circuits.

The rates and charges for multiplexing are located in Section 8 following.

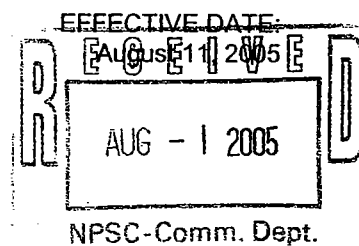
(B) Local Switching

The Local Switching rate element provides for the use of end office switching equipment for the termination of end user lines in the local end office, and for the termination of a call at a Company operator or recording.

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6. Switched Access Service (Cont'd)6.1 General (Cont'd)6.1.2 Rate Categories (Cont'd)(C) 900 Access Service Nonrecurring Charges

The 900 Access Service nonrecurring charge is assessed depending upon how the service is ordered:

- (1) If the service is ordered to only one end office performing six digit screening, the customer charge for the assembly of route tables is assessed for each end office subtending the access tandem. A second nonrecurring charge element applies per NXX activated or deactivated, times the designated Company end office(s) modified to perform six digit screening for 900 Access Service. This option can be applied repetitively to different tandems to customize the intended offering area.

The route pattern nonrecurring charge applies only once, on the customer's initial request to the Company for 900 Access Service for each end office

(D) Toll Free Code (TFC) Access Service

The TFC Access Service Data Base Query Charge will apply for each TFC call query received at the Company's TFC data base. Per query charges will be accumulated over a monthly period and billed to the customer on a monthly basis.

6.1.3 Ordering Options and Conditions

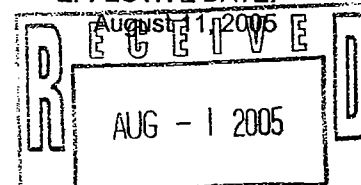
Switched Access Service is ordered under the Access Order provisions set forth in 5 preceding. Also, included in that section are other charges which may be associated with ordering Switched Access Service (e.g., Service Date Change Charges, etc.).

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6. Switched Access Service (Cont'd)6.2 Provision and Description of Switched Access Service Arrangements

Switched Access Service is provided via Feature Group D arrangements and as TFC and 900 Access Service. The provision of each service type requires Switched Transport facilities and the appropriate Local Switching functions.

Feature Group D is arranged for either originating, terminating or two-way calling, based on the customer end office switching capacity ordered, while TFC Access Service and 900 Access Service are arranged for originating calling only. Originating calling permits the delivery of calls from Telephone Exchange Service locations to the customer's premises.

Terminating calling permits the delivery of calls from the customer's premises to Telephone Exchange Service locations. Two-way calling permits the delivery of calls in both directions, but not simultaneously. The Company will determine the type of calling to be provided unless the customer requests that a different type of directional calling is to be provided. In such cases, the Company will work cooperatively with the customer to determine the directionality.

There are various chargeable and nonchargeable optional features available with Switched Access Service. These additional optional features are provided as Switched Transport and Local Switching options.

Following are detailed descriptions of each of the available Switched Access Services. Each service is described in terms of its specific physical characteristics and calling capabilities and optional features available for use with it.

The Local Switching optional features, which are described in 6.3 following, unless specifically stated otherwise, are available at all suitably equipped Company end office switches.

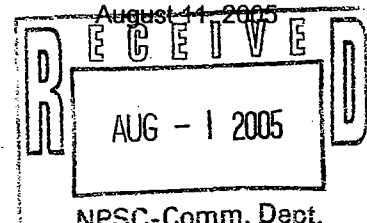
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6. Switched Access Service (Cont'd)6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)6.2.1 Feature Group D (FGD)(A) Description

- (1) FGD is provided at Company designated end office switches whether routed directly or via designated access tandem switches.
- (2) FGD is provided as trunk side switching through the use of end office trunk equipment. The switch trunk equipment is provided with wink start start-pulsing signals and answer and disconnect supervisory signaling.
- (3) FGD switching is provided with out of band SS7 signaling. With SS7 signaling, up to 12 digits of the called party number dialed by the customer's end user using dial pulse address signals will be provided by Company equipment to the customer's premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the Switched Transport provided.
- (4) FGD switching, when used in the terminating direction, may be used to access valid NXXs in the local exchange and other customers' services (by dialing the appropriate codes) when such services can be reached using valid NXX codes. When directly routed to an end office, only those valid NXX codes served by that office may be accessed. When routed through an access tandem, only those valid NXX codes served by end offices subtending the access tandem may be accessed.

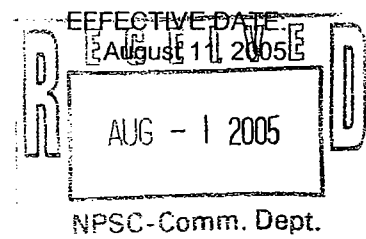
Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411 and 555-1212), service codes 611 and 911, and 101XXXX access codes.

- (5) The Company will establish a trunk group or groups for the customer at end office switches or access tandem switches where FGD switching is provided. When required by technical limitations, a separate trunk group will be established for each type of FGD switching arrangement provided.

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6. Switched Access Service (Cont'd)6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)6.2.1 Feature Group D (FGD) (Cont'd)(A) Description (Cont'd)

- (6) The access code for FGD switching is a uniform access code of the form 101XXXX. This uniform access code will be the assigned access number of all FGD access provided to the customer by the Company. No access code is required for calls to a customer over FGD Switched Access Service if the end user's telephone exchange service is arranged for presubscription to that customer.

Where no access code is required, the number dialed by the customer's end user shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP). For international calls outside the NANP, a twelve to fifteen digit number may be dialed. The form of the numbers dialed by the customer's end user is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and, when the end office is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

- (7) FGD switching will be arranged to accept calls from telephone exchange service locations without the need for dialing the 101XXXX uniform access code. Each telephone exchange service line may be marked with a presubscription code to identify which 101XXXX code it calls will be directed to for interLATA service.

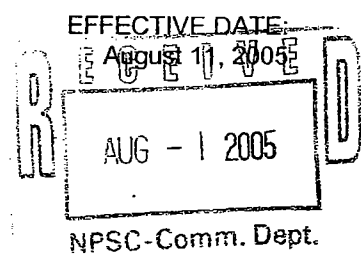
(B) Optional Features (where equipment is available)(1) Local Switching Optional Features (where equipment is available)

- (a) Automatic Number Identification (ANI)
- (b) Flexible Automatic Number Identification (Flex ANI)
- (c) Charge Number

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6. Switched Access Service (Cont'd)6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)6.2.2 Toll Free Code (TFC) Access Service(A) Description

TFC Access Service is an originating trunk side switched service that is available to the customer via TFC Access Service trunk groups, or may be provided in conjunction with FGD. The service provides for the forwarding of end user dialed TFC calls to a designated Service Switching Point (SSP) which will initiate a TFC data base query. The call is forwarded to the appropriate customer based on the dialed TFC number. The customer has the option of having the TFC dialed number (e.g., 800-NXX-XXXX) or, if the TFC to Local Exchange Number Translation optional feature is specified, a translated ten digit local exchange number (i.e., NPA-NXX-XXXX), delivered to the customer premises.

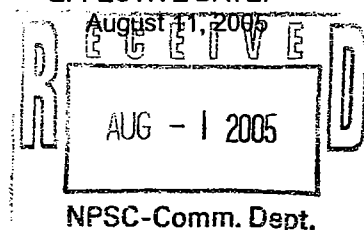
No access code is required for TFC Access Service. When the TFC call is originated by an end user, the Company will perform the TFC data base query based on the dialed digits to determine the customer location to which the call is to be routed. TFC data base query charges will be applied for each completed customer identification query. A query is deemed to have been completed when the signaling information enabling the call to be directed to the appropriate carrier is returned by the TFC data base to the switch that originated the query. The TFC data base query will be performed from suitably equipped end offices or access tandems. If the call originates from an end office not equipped to perform the TFC data base query, the call will be routed to an access tandem at which the query function is available. Once customer identification has been established, the call will be routed to the customer. TFC calls may be routed to multiple carriers based on the local access transport area in which the call originates, however, calls originating from an end office switch not included in the customer's area of service for TFC Access Service will not be completed.

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6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.2 Toll Free Code (TFC) Access Service (Cont'd)

(A) Description (Cont'd)

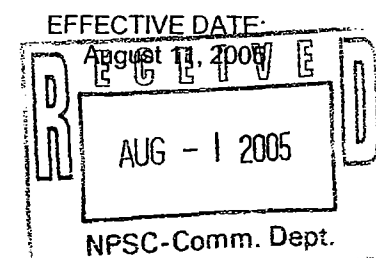
The provision of TFC Access Service requires access to the TFC Service Management System (TFC SMS) by a Responsible Organization on behalf of the customer or through direct access by the customer to the TFC SMS.

Unless prohibited by network considerations (e.g., different dialing plans), the customer's TFC Access Service traffic may, at the option of the customer, be combined in the same trunk group arrangement with the customer's non-TFC switched access traffic except as follows. Combining TFC Access Service traffic with the customer's direct routed switched access traffic will be allowed only when the end office is equipped to perform the TFC data base query. When required by network considerations, a separate trunk group must be established for TFC Access Service.

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6. Switched Access Service (Cont'd)6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)6.2.3 900 Access Service(A) Description

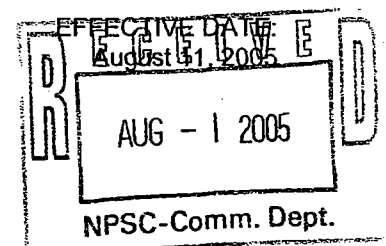
Originating 900 Access Service is a trunk side switched service that is available to the customer via 900 Access Service trunk groups, or can be provided to the customer in conjunction with FGD service. When combined with FGD, 900 Access Service traffic can, at the option of the customer, be carried on the same group with non-900 Access traffic. When a 1+900+NXX+XXXX or 0+900+NXX+XXXX call is originated by an end user, the Company will perform the customer identification function based on the dialed digits to determine the customer to which the call is to be routed. If the call originates from an end office not equipped to provide the customer identification function, the call will be routed to an office where the function is available. Once customer identification has been established, the call will be routed to the customer.

The manner in which 900 Access Service is provided depends on whether the end office from which the call originates has equal access capability and/or the customer identification function. In equal access end offices which have customer identification function capability, 900 Access Service is provided in accordance with technical characteristics available with FGD (however, ANI is required with 900 Access Service), either direct to the end office or via an equal access tandem on existing trunk groups. At the customer's option, 900 Access Service and TFC Access Service may be combined on the same trunk group. 900 Access Service calls which are routed through operator services will be delivered at the equal access tandem over FGD. At the customer's option, 900 Access Service can be provided from both equal access and non-equal access end office switches over a FGD trunk group from the access tandem to the customer's premises if the customer can accept, on that trunk group, both exchange access and conventional signaling.

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6. Switched Access Service (Cont'd)6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)6.2.3 900 Access Service (Cont'd)(A) Description (Cont'd)

The Company will block calls to a 900 number dialed 1+ from pay telephones, 0+, 0-, 101XXXX, third number service, detention centers, mental institutions, hotel/motel service and calling cards. The customer may request, via an ASR to the Company, unblocking of 0+ and 0-900 calling on all classes of service except detention centers.

At the carrier's option all 900 attempts will be passed to the identified IC, who subsequently can screen the appropriate ANI II digits for call disposition. This option is available in technically capable equal access offices.

900 Access Service originating from equal access end offices with the customer identification function will be provided using exchange access signaling with overlap outputting and ten digit ANI. 900 Access Service originating from equal access end offices without the customer identification function, or for calls routed through operator services, will be provided using conventional signaling. On traffic using conventional signaling, the customer's facilities shall provide off hook supervision upon receipt of the transmitted digits.

6.3 Optional Features6.3.1 Local Switching Optional Features(A) Automatic Number Identification (ANI)

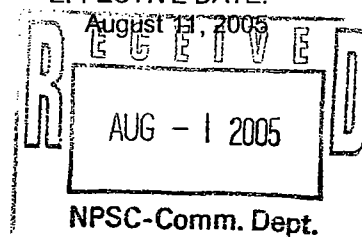
This option provides the automatic transmission of a seven or ten digit number and information digits to the customer's premises for calls originating in the exchange, to identify the calling station. Customer use of the ANI feature is subject to the limitations set forth in Section 2.1.2(D) preceding. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and trunk group between an access tandem and a customer's premises.

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6. Switched Access Service (Cont'd)6.3 Optional Features (Cont'd)6.3.1 Local Switching Optional Features (Cont'd)(B) Flexible Automatic Number Identification (Flex ANI)

The Flex ANI feature provides an enhancement to the existing ANI Information Indicator (ANI II) digits which are included in the ANI optional feature as described in 6.3(A) preceding. The Flex ANI feature provides additional values for the ANI II digits that are associated with various classes of service not available with the standard ANI digits. This feature is provided per host central office on a Carrier Identification Code (CIC) basis. Flex ANI is available with Feature Group D service in equal access end offices where technically feasible and must be provisioned with the ten digit ANI optional feature.

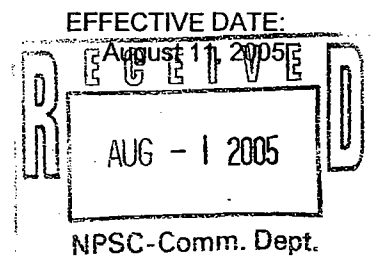
(C) Charge Number (CN)

This option provides for the automatic transmission of the ten digit billing number of the calling station number and originating line information. Customer use of the Charge Number feature is subject to the limitations set forth in Section 2.1.2(D) preceding. The specific protocol for CN is contained in Technical Publication GR-905 and related documentation.

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6. Switched Access Service (Cont'd)

6.4 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

6.4.1 Description and Application of Rates and Charges

There are three types of rates and charges that apply to Switched Access Service. These are monthly recurring rates, nonrecurring charges and usage rates. These rates and charges are applied differently to the various rate elements as set forth in (D) following.

(A) Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided regardless of the amount of usage. For billing purposes, each month is considered to have 30 days.

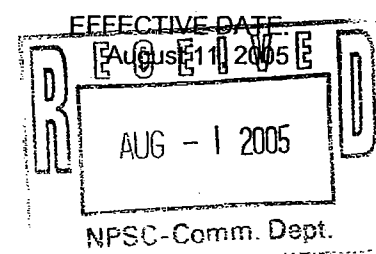
(B) Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per access minute basis or on a per query basis. Access minute charges are accumulated over a monthly period.

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6. Switched Access Service (Cont'd)6.4 Rate Regulations (Cont'd)6.4.1 Description and Application of Rates and Charges (Cont'd)(C) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service) and are developed at full cost recovery on a labor hours per labor time basis. Under the Multiple Bill Method, the nonrecurring charges reflect only the Company's costs and are applicable only when the nonrecurring function occurs within its territory. The types of nonrecurring charges that apply for Switched Access Service are: installation of service, service rearrangement, installation of optional features and 900 Access Service.

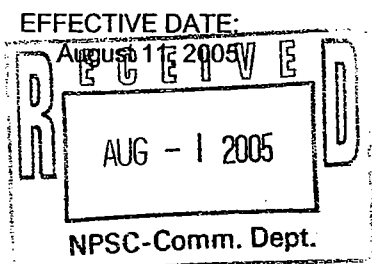
(1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For FGD, TFC and 900, the per trunk installation charge is applicable on a per end office or tandem basis.

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6. Switched Access Service (Cont'd)6.4 Rate Regulations (Cont'd)6.4.1 Description and Application of Rates and Charges (Cont'd)(C) Nonrecurring Charges (Cont'd)(2) Service Rearrangements

Service rearrangements are changes to existing services installed which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the customer's premises or the customer's end user's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts. Changes in the physical location of the point of termination are treated as moves.

For all service rearrangements without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e., installation) charge will apply.

(3) 900 Access Service

A nonrecurring charge applies each time a change is made which involves the addition or deletion of 900 NXX codes to be routed to the customer. The charge is assessed per 900 NXX code added or deleted for each Company end office switch or access tandem in which translation changes are required. This charge applies to the initial loading of one or more 900 NXX codes required to establish service for the customer, and to any subsequent changes (i.e., additions or deletions) to those codes. There is also an Assembly of Route Pattern nonrecurring charge which applies once for each Company end office, but only on the customer's initial request to the Company for 900 Access Service in each state, LATA, access tandem or end office.

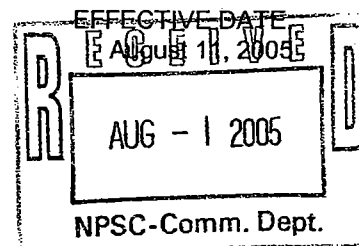
(D) Application of Rates

Switched access usage rates apply to all access minutes that originate or terminate at end offices. Switched access usage rates also apply to all TFC and 900 Access Service minutes that originate from end offices.

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6. Switched Access Service (Cont'd)6.4 Rate Regulations (Cont'd)6.4.2 Minimum Periods

Feature Group D is provided for a minimum period of three months. The minimum period for all other Access Services is one month.

6.4.3 Minimum Monthly Charge

Switched Access Service is subject to a minimum monthly charge. The minimum charge applies for the total capacity provided. For usage rated Switched Access Services, the minimum monthly charge is the applicable usage charge for the month's usage. For flat rated Switched Access services, the minimum monthly charge is the applicable monthly rate for the service.

6.4.4 Measuring Access Minutes

Customer traffic to end offices will be measured by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes. For terminating and originating calls over FGD, the measured minutes are the chargeable access minutes.

For FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.

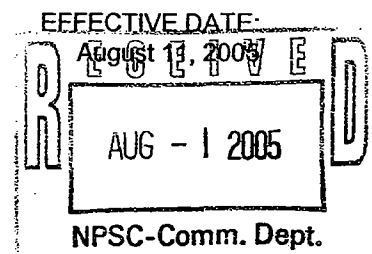
For originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message. The measurement of originating FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling, usage measurement begins when the terminating recording switch receives answer supervision from the terminating end user. The Company switch receives answer supervision and sends the indication to the customer in the form of an answer message. The measurement of terminating FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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6. Switched Access Service (Cont'd)

6.5 Obligations of the Company

In addition to the obligations of the Company set forth in Section 2 preceding, the Company has certain other obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:"

6.5.1 Design and Traffic Routing of Switched Access Service

When ordering line side or trunk side Switched Access Services, the customer must, at a minimum, specify the Switched Transport facilities to be used (i.e., Entrance Facility, Direct-Trunked Transport, and Tandem-Switched Transport). When specifying the Switched Transport facilities to be used, the customer must indicate if the facilities are new or existing. The customer is also required to specify whether the service should be provided by originating only, terminating only, or two-way trunk groups.

6.6 Rates and Charges

Rates and Charges are included in Section 8.

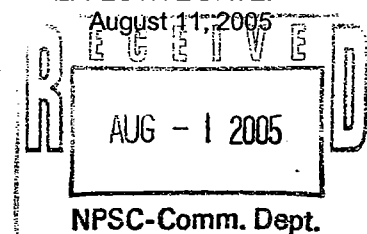
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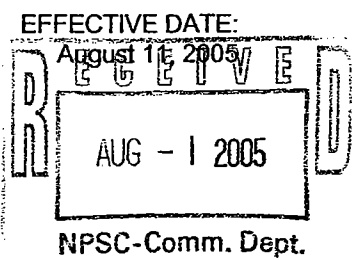
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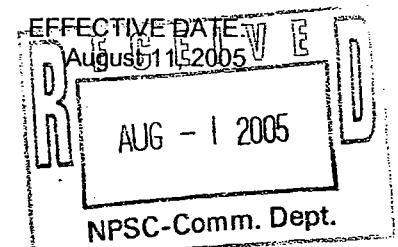
8. Rates and Charges

8.1	<u>Access Order Charge Service</u>	<u>Charge</u>
8.1.1	Access Order Charge - Per Order	\$0.00
8.1.2	Service Date Change Charge - Per Order	\$0.00
8.1.3	Design Change Charge - Per Order	\$60.00

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8. Rates and Charges (Cont'd)

8.2 Switched Access Service

8.2.1 Switched Transport – Entrance Facilities

(A) DS1

DS1 Switched Transport Entrance Facilities monthly rate and nonrecurring charge is included in the Local Switching rate element.

(B) DS3

DS3 Switched Transport Entrance Facilities monthly rate and nonrecurring charge is included in the Local Switching rate element.

8.2.2 Switched Transport – Direct-Trunked Transport

(A) DS1

DS1 Direct-Trunked Transport is included in the Local Switching rate element.

(B) DS3

DS3 Direct-Trunked Transport is included in the Local Switching rate element.

8.2.3 Switched Transport – Tandem Switched Transport

(A) Transport

The Transport rate element is included in the Local Switching rate element.

(B) Tandem-Switched Transmission

Tandem-Switched Transmission is included in the Local Switching rate element.

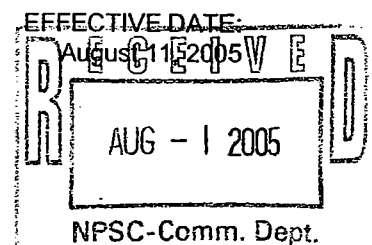
(C) Tandem Switching

Tandem Switching is included in the Local Switching rate element.

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8. Rates and Charges (Cont'd)8.2 Switched Access Service (Cont'd)8.2.3 Switched Transport - Tandem Switched Transport (Cont'd)(D) Common Transport Multiplexing

Common Transport Multiplexing is included in the Local Switching rate element.

(E) Common Trunk Port

The Common Trunk Port is included in the Local Switching rate element.

(F) Dedicated Trunk Port

DS1

The DS1 Dedicated Trunk Port is included in the Local Switching rate element.

8.2.4 Switched Transport - Optional FeaturesMultiplexing

DS3 to DS1

DS3 to DS1 Multiplexing is included in the Local Switching rate element.

8.2.5 Local Switching

Rate
Per Access Minute

Local Switching is a composite rate.

\$0.023800

8.2.6 Installation

Nonrecurring
Charges

Per Line or Trunk

\$52.00

8.2.7 Carrier Common Line Access Service

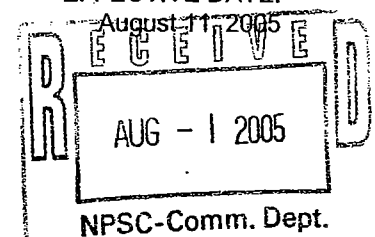
Carrier Common Line is included in the Local Switching rate element.

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8. Rates and Charges (Cont'd)8.3 Toll Free Code (TFC) Access Service

8.3.1 TFC Access Service Data Base Query
 - Per Query

Rate

\$0.016230

8.4 900 Access ServiceNonrecurring
Charge

8.4.1 Assembly of Route Pattern

- Per end office switch (including end
 offices collocated with access tandem)

\$23.80

8.4.2 900 NXX Code Activation or Deactivation

- Per NXX Code added or deleted per end office

\$7.70

8.5 Additional Labor and Miscellaneous Services8.5.1 Additional Labor RatesFirst Half
Hour
or Fraction
ThereofEach Add'l
Half Hour
or Fraction
ThereofAdditional Labor Periods

(A) Basic Time, normally scheduled
 working hours, per engineer or
 technician

\$40.00

\$30.00

(B) Overtime, outside of normally
 scheduled working hours, per
 engineer or technician

\$45.00

\$35.00

(C) Premium time, outside of
 scheduled work day, per
 engineer or technician

\$55.00

\$45.00

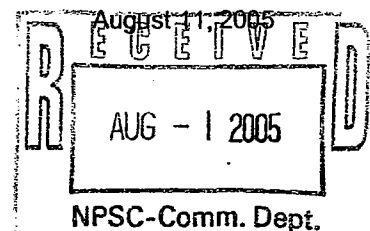
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8. Rates and Charges (Cont'd)8.5 Additional Labor and Miscellaneous Services (Cont'd)8.5.2 Additional Testing Services(A) Additional Automatic Testing

(1004 Hz loss, C-Message Noise, Balance, Gain Slope and C-Notched Noise)

The Additional Automatic Tests, as set forth following, may be ordered by the customer, at additional charges, 60 days prior to the start of the customer's prescribed schedule.

Rate Per Test, Per
Transmission Path

\$5.00

Nonrecurring Charge
Per Report Provided

\$20.00

(B) Additional Cooperative Testing

(1004 Hz loss, C-Message Noise, Balance, Gain Slope and C-Notched Noise)

The Additional Cooperative Tests, as set forth following, may be ordered by the customer, at additional charges, 60 days prior to the start of the testing schedule as mutually agreed to by the customer and the Company.

Rate Per Test, Per
Transmission Path

\$8.00

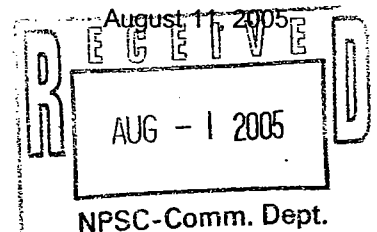
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8. Rates and Charges (Cont'd)8.5 Additional Labor and Miscellaneous Services (Cont'd)8.5.3 Provision of Access Service Billing Information

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(A) Additional copies of the customer's monthly bill or service and features records		
- Per copy, per account in standard paper format	\$25.00	\$20.00
(B) Additional copies of the customer's monthly bill or service and features records		
- Per CD-ROM	\$125.00	\$100.00

8.5.4 Telecommunications Service Priority (TSP) System

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
- Per Circuit	\$0.00	\$0.00

8.6 Operator Services8.6.1 Operator Inward Assistance (OIA) Service

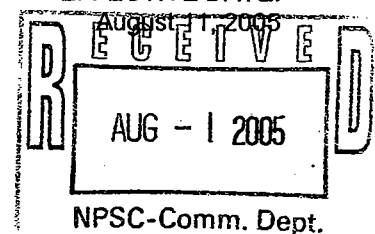
<u>Busy Line Verification</u>	<u>Busy Line Interrupt</u>
\$1.50	\$2.75

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9. Operator Services9.1 Operator Services Description

Operator Services includes the service category of Operator Inward Assistance. Operator Inward Assistance service is provided from OSS Tandems to the customer's premises in conjunction with the rules and regulations of the specified Access Services found in Sections 2, 3, 5, and 6 preceding. Operator Services are available at all Company end offices, however may be unavailable in certain LATAs due to existing trunking arrangements. In locations where the provider of operator services is not the Company, availability of operator services is at the discretion of the operator services provider. If operator services are available, the Company rates are applicable and billed by the Company. In locations where the Company is the provider of operator services for other telephone companies, availability of operator services is contingent on the availability of operator services tariffs of that telephone company. The OSS Tandem locations are provided in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

9.1.1 Operator Inward Assistance (OIA) Service

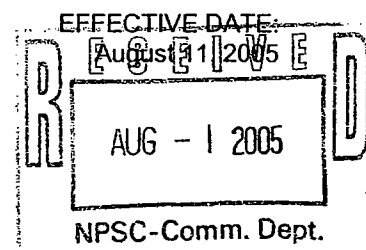
Operator Inward Assistance provides operator service functions on inward calls received from customers. Operator Inward Assistance is provided when a customer's operator contacts a Company operator requesting line status verification or verification with call interruption. Inward Assistance functions will be performed for only one telephone number per inward call received. The Inward Assistance service functions available are detailed as follows:

- (A) Busy Line Verification - The operator will check the status of the requested telephone line to verify if there is conversation on the line and advise the requesting customer of the line status.
- (B) Verification with Call Interruption - After verification of a conversation on the requested line is made, and upon request, the operator will interrupt and inform the called party of the waiting call. The operator only interrupts the ongoing call and does not complete the subsequent telephone call for the customer.

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9. Operator Services (Cont'd)9.2 Manner of Provisioning

Operator Services trunking between the customer's premises and the OSS Tandem is provisioned as Feature Group D service and may be arranged, per the customer's request, as either 1-way or 2-way service. These trunk groups are established as final trunks and will be assigned data registers to obtain usage, peg count, and overflow attempt information. If a trunk(s) does not currently exist between the customer's premises and the OSS Tandem(s), the customer must establish Feature Group D service to the Company's OSS Tandem(s). The Company will provide trunk side switching along with trunk answer and disconnect supervisory signaling to the customer.

9.2.1 Signaling

For Operator Inward Assistance, the Company will provide Equal Access signaling for Feature Group D service.

9.2.2 Ordering and Billing Options and Conditions

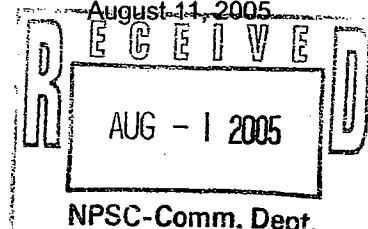
- (A) An access order is not required to receive Operator Inward Assistance services.
- (B) Billing for all Operator Services will occur on a monthly basis as other billing is performed, but will be rendered on a statement detailing the flat-rated charges for the entire state applicable to that customer for the specified monthly period.

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9. Operator Services (Cont'd)9.3 Liability of the Telephone Company

In addition to the liability statements as set forth in Section 2 preceding, the following also applies.

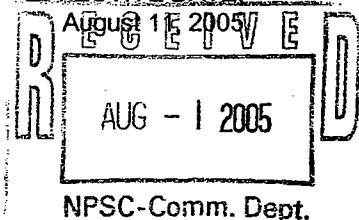
- (A) The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this price list. With respect to any other claim or suit, by a customer or any others, for damages arising out of negligent mistakes, omissions, interruptions, delays or errors, defects in transmission, omission from or defects in the applicable list of customers or transfers to customers occurring in the course of furnishing service hereunder, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of time during which such mistake, omission, interruptions, delays, errors, defects in transmission or service, omissions from or defects in the applicable list of customers or transfers to customers continues. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service, omissions from or defects in the applicable list of customers or transfers to customers which are caused by or contributed to by the negligent omission or willful act of the customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company. The Company expressly disclaims any express or implied warranty for the aforesaid service or offering including no warranty of merchantability or warranty of fitness for any particular purpose. It is expressly acknowledged by all subscribers to the aforesaid service that errors, mistakes and omissions can and will occur and that the Company neither warrants nor guarantees faultless or perfect service or transmission.
- (B) The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright and trademark arising from the information transmitted over facilities furnished hereunder and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
- (C) The customer indemnifies and saves the Company harmless against claims or suits for damages arising where the connection between the calling end user and a local emergency agency is in some way faulty or impaired, due in whole or in part to the negligent mistake or delay of the Company. Examples of this may include, but are not limited to, instances in which the Company, through negligent mistake or delay, may provide an incorrect local emergency agency number, delay in locating a local emergency agency number, or disconnect an in-progress call between a calling end user and a local emergency agency.

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9. Operator Services (Cont'd)

9.4 Obligations of the Customer

In addition to the general regulations as set forth in Section 2 preceding, the following also applies.

- (A) The customer shall provide the necessary on-hook, off-hook, answer supervision, and disconnect supervision at the customer's premises.
- (B) Jurisdictional reporting will apply as required in Section 2.3.9 for determining the Percent Interstate Usage (PIU).

9.5 Rate Regulations

9.5.1 Description and Application of Rates and Charges

The Operator Inward Assistance flat-rated charges are specific to the operator function performed and are applied per attempt to the requesting customer. The charges include all operator work time and equipment necessary to perform the requested operator function. The specific charges for Inward Assistance are shown below:

- (1) Busy Line Verification - applicable per busy line verify attempt.
- (2) Verification with Call Interrupt - applicable per busy line verify/call interrupt attempt.

Switched Access rates, including CCL charges and nonrecurring charges are not applicable for Operator Inward Assistance services.

9.5.2 Rates and Charges

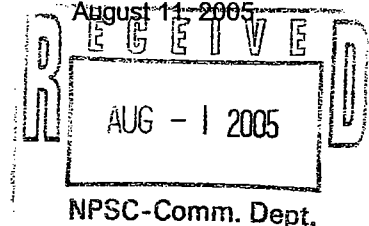
Rates are included in Section 8.

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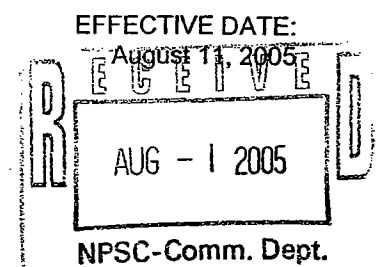
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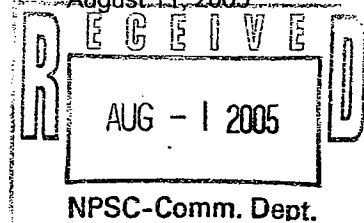
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12. Specialized Services or Arrangements

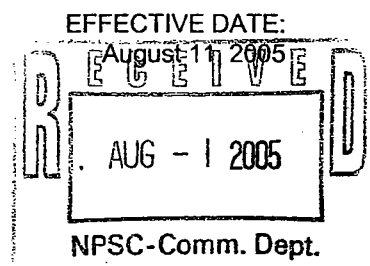
Rates for special pricing arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer to develop a competitive bid for service(s) offered under this Tariff. Rates quoted in response to competitive requests may be different than those specified for such in this Tariff. Special pricing will be offered to the Customer in writing on a non-discriminatory basis.

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services not offered under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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13. Additional Labor and Miscellaneous Services

In this Section, Basic Time refers to the period when services are performed by the Company on business days during regularly scheduled work hours. Overtime refers to the period when services are performed by the Company on business days but outside of regularly scheduled work hours. Premium time refers to the period when services are performed by the Company on non-business days, such as weekends and holidays.

13.1 Additional Labor

Additional labor is that labor requested by the customer on a given service and agreed to by the Company as set forth in 13.1.1 through 13.1.7 following. The Company will notify the customer that additional labor charges as set forth in 13.1.8 following will apply before any additional labor is undertaken. Rates are included in Section 8.

13.1.1 Engineering

Additional Engineering will be provided by the Company at the request of the customer only when:

- (A) A customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Report (DLR). The Company will notify the customer that additional labor charges will apply before any additional engineering is undertaken.

13.1.2 Overtime Installation

Overtime installation is that Company installation effort outside of normally scheduled working hours.

13.1.3 Overtime Repair

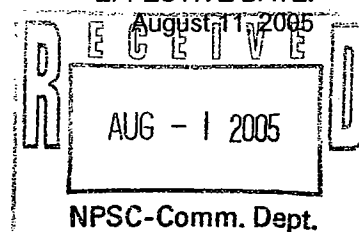
Overtime repair is that Company maintenance effort performed outside of normally scheduled working hours.

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13. Additional Labor and Miscellaneous Services (Cont'd)

13.1 Additional Labor (Cont'd)

13.1.4 Stand By

Stand by includes all time in excess of one-half (1/2) hour during which Company personnel stand by to make cooperative tests with a customer to verify facility repair on a given service.

13.1.5 Testing and Maintenance with Other Telephone Companies

Testing and Maintenance with Other Telephone Companies is that additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies, which is in addition to normal effort required to test, maintain or repair facilities provided solely by the Company.

13.1.6 Additional Installation Testing

Additional installation testing is that testing performed by the Company at the time of installation which is in addition to the normal preservice acceptance testing to ensure the satisfactory performance of Access Service ordered by the Customer. In no event shall a charge be made for Additional Labor that is related solely to testing with other telephone companies.

13.1.7 Other Labor

Other labor is that additional labor not included in 13.1.1 through 13.1.6 preceding and labor incurred to accommodate a specific customer request that involves only labor which is not covered by any other section of this tariff.

13.1.8 Charges for Additional Labor

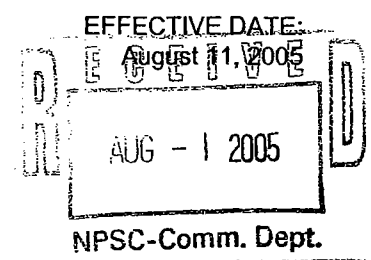
Hourly charges are calculated from the time Company personnel are dispatched to when the work is completed.

Service by a Company employee at a time not consecutive with his scheduled work period is subject to a minimum charge of 3 hours at the rate specified in Section 8.

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13. Additional Labor and Miscellaneous Services (Cont'd)

13.1 Additional Labor (Cont'd)

13.1.9 Maintenance of Service

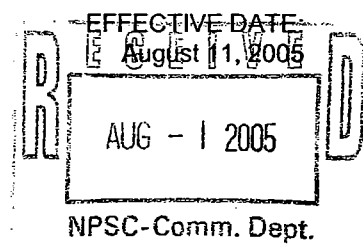
- (A) When a customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the customer shall be responsible for payment of a Maintenance of Service charge for the period of time from when Company personnel are dispatched to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
- (B) The customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel and the trouble is in equipment or communications systems provided by other than the Company or in detariffed CPE provided by the Company.

Maintenance of Service charges are applied on a per half hour, per technician basis. Rates are included in Section 8.

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13. Additional Labor and Miscellaneous Services (Cont'd)

13.1 Additional Labor (Cont'd)

13.1.10 Testing Services

Testing Services such as Additional Automatic Testing and Additional Cooperative Testing are optional and subject to additional rates and charges. Other testing services provided by the Company in association with Access Services are furnished at no additional charge.

Testing services are normally provided by Company personnel at Company locations. However, provisions are made for a customer to request Company personnel to perform testing services at the customer's premises.

The offering of Testing Services under this section of the tariff is made subject to the availability of the necessary qualified personnel and test equipment at the test location. In order to facilitate scheduling of the Company's test equipment and personnel, the customer should request any desired Additional Tests with 60 days advance notice. Whenever feasible, the Company will accommodate requests with less than 60 days advance notice.

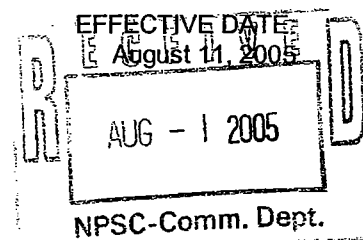
Testing is available where technically feasible.

Rates for testing services are located in Section 8.

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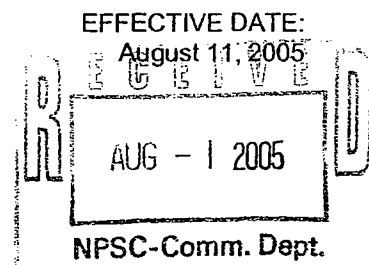
13. Additional Labor and Miscellaneous Services (Cont'd)13.2 Miscellaneous Services13.2.1 Provision of Access Service Billing Information

- (A) The customer shall select the medium in which its official access service bills and customer service records are to be provided. This selection shall be made on a per account basis and shall be submitted in writing to the Company. The customer may request that access service billing information be provided via electronic data transfer, standard paper format or CD-ROM. Should the customer fail to make a selection, the official copy of the customer's access service bills and customer service records will be provided in standard paper format.
- (B) At the customer's option, additional copies of the current month's access service bill and/or customer service records will be provided via standard paper format or CD-ROM at the charges specified in Section 8. Requests for additional copies of the current month's bill and/or customer service records must be submitted in writing and shall specify the medium selected by the customer (i.e., standard paper format or CD-ROM).
- Additional copies of a customer's previous monthly access service bills will be provided via standard paper format or CD-ROM on an individual case basis. Requests for additional copies of previous monthly bills must be submitted in writing and shall specify the bill dates requested and the medium in which the copies are to be provided (i.e., standard paper or CD-ROM). The charges for providing additional copies of previous monthly access service bills will be developed by the Company on an individual case basis.
- (C) Upon acceptance by the Company of an order for electronic data transfer, the Company will determine the period of time to implement the transmission of such material on an individual order basis.
- (D) The rates and charges for the provision of Access Service Billing Information are included in Section 8.

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13. Additional Labor and Miscellaneous Services (Cont'd)13.2 Miscellaneous Services (Cont'd)13.2.2 Telecommunications Service Priority (TSP) System1. Description

The TSP System is a service that provides for the priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The TSP system applies only to NSEP services, which includes Switched Access facilities and local exchange and intrastate services and provides the Company with a guide to the sequence in which services are to be provisioned and/or restored.

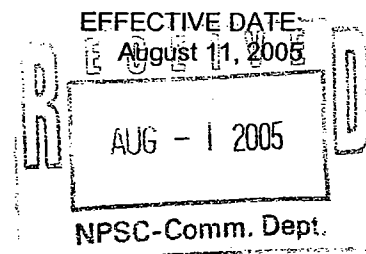
All facilities that can be identified by a unique circuit identifier can be provisioned for TSP service by the Company.

The Executive Office of the President is empowered with the authority to receive, evaluate and process requests for NSEP TSP Services. The Executive Office of the President, through the TSP Program office as its administrative branch, makes the priority level assignments and issues the TSP authorization code reflecting the priority assignments associated with the Customer's request. The Customer initiates the request for TSP service from the TSP Program office through an agency of the federal government. The Customer then provides the TSP authorization code, in addition to all other details necessary to complete the order, and submits it to the Company for appropriate action.

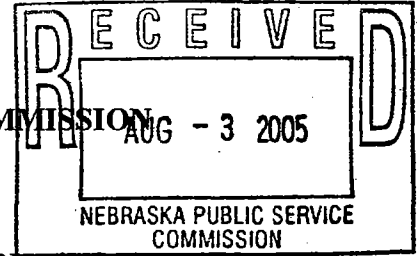
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BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION



IN RE:

SPRINT COMMUNICATIONS
COMPANY L.P. PETITION FOR
ARBITRATION UNDER THE
TELECOMMUNICATIONS ACT

APPLICATION NO. C-3429

PRE-FILED REBUTTAL TESTIMONY OF STEVEN E. WATKINS

1 Q: Please state your name, business address and telephone number for the record.

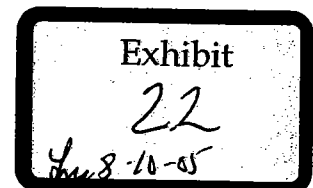
2 A: My name is Steven E. Watkins. My business address is 2120 L Street, N.W., Suite 520,
3 Washington, D.C., 20037. My business phone number is (202) 296-9054.

4 Q: What is your current position?

5 A: I am Special Telecommunications Management Consultant to the Washington, D.C. law
6 firm of Kraskin, Moorman & Cosson, LLC.

7 Q: What are your duties and responsibilities in your Telecommunications Management
8 Consultant position with Kraskin, Moorman & Cosson, LLC?

9 A: I provide telecommunications management consulting services and regulatory assistance
10 to smaller local exchange carriers ("LECs") and other smaller firms providing
11 telecommunications and related services in more rural areas of the United States. My
12 work involves assisting client LECs and related entities in their analysis of regulatory
13 requirements and industry matters requiring specialty expertise; negotiating, arranging
14 and administering connecting carrier arrangements; and assisting clients in compliance
15 with the rules and regulations arising from the passage of the Telecommunications Act of
16 1996 (the "Act"). Prior to working with Kraskin, Moorman & Cosson, I was the senior



1 policy analyst for the National Telephone Cooperative Association ("NTCA"), a trade
2 association whose membership consists of approximately 500 small and rural telephone
3 companies. While with NTCA, I was responsible for evaluating the then proposed Act,
4 the implementation of the Act by the Federal Communications Commission ("FCC") and
5 was largely involved in the NTCA's efforts with respect to the advocacy of provisions
6 addressing the issues specifically related to rural companies and their customers.

7 **Q: Have you prepared and attached further information regarding your background**
8 **and experience?**

9 **A:** Yes, this information is included in Attachment A following my testimony.

10 **Q: On whose behalf are you submitting this Rebuttal Testimony?**

11 **A:** I am submitting this Rebuttal Testimony to the Nebraska Public Service Commission
12 ("Commission") on behalf of Southeast Nebraska Telephone Company, Inc.
13 ("SENTCO").

14 **Q: What is the purpose of your Rebuttal Testimony?**

15 **A:** The purpose of my Rebuttal Testimony is to respond to the testimony of James R. Burt
16 submitted in this docket on behalf of Sprint Communications L.P. ("Sprint") on July 25,
17 2005. I will address three points in response to Sprint witness Burt and my review of his
18 testimony in this proceeding.

19 1. First, Mr. Burt attempts to shield Time Warner Cable Information Services,
20 LLC d/b/a Time Warner Cable ("Time Warner Cable") from scrutiny in its role as the
21 actual Local Exchange Carrier ("LEC") providing telephone exchange service to end user
22 customers in competition with SENTCO. In doing so, Mr. Burt and Sprint are
23 attempting, presumably together with Time Warner Cable, to ignore the directives of this

1 Commission as set forth in the Order granting Application No. C-3228 dated November
2 23, 2004 (the "C-3228 Order").

3 2. Second, the Sprint witness has distorted the FCC's interconnection rule
4 definitions and the proper application of such rules in an attempt to establish that Sprint is
5 the LEC that proposes to provide telephone exchange service to end users located in
6 SENTCO's exchanges, when in fact it is Time Warner Cable that is the LEC that
7 proposes to provide such service. The FCC's local interconnection requirement rules
8 reflect the requirements of Section 251(b)(5) of the Act. Those requirements apply to the
9 LEC that directly terminates calls to the end user's premises. In this case, it is Time
10 Warner Cable that occupies that role, not Sprint. The record already before the
11 Commission demonstrates this fact. Time Warner Cable's and Sprint's own admitted
12 facts are contrary to Mr. Burt's attempts to rationalize some other explanation
13 inconsistent with the facts and the rules.

14 3. Finally, and as explained in the SENTCO Direct Testimony of Ms. Sickel, it
15 would be Time Warner Cable that would be the Local Exchange Carrier providing
16 telephone exchange service to end users in competition with SENTCO, and it must be
17 Time Warner Cable that enters into an interconnection agreement with SENTCO that sets
18 forth the terms and conditions between the two LEC competitors consistent with the
19 requirements of Section 251(b) of the Act. Sprint is nothing more than a provider of
20 contract services to Time Warner Cable – self-described by Sprint as an "enabler" or
21 provider of wholesale services. As a contract services provider, Sprint is assisting Time
22 Warner Cable in its role as the LEC that proposes to engage in the provision of telephone
23 exchange service to end user customers in SENTCO's service area.

1 Q: Based on your observations, what weight do you believe the Commission should
2 accord to Mr. Burt's testimony?

3 A: To the degree that Mr. Burt mischaracterizes, alters, or omits discussion of the facts
4 bearing upon the issues in this arbitration that have already been established on the record
5 before the Commission in the certification proceedings for Sprint and Time Warner Cable
6 or fails to reflect properly the application of Section 251(b)(5) and the FCC rules to this
7 proceeding, the credibility of his testimony must be questioned. Therefore, the
8 Commission should not accord evidentiary weight to Mr. Burt's testimony to the extent
9 that it seeks to support Sprint's efforts to circumvent SENTCO's rights under the Act to
10 enter into an interconnection agreement with the Local Exchange Carrier that seeks to
11 provide competitive telephone exchange service within SENTCO's service area.

12 I. SPRINT SHOULD NOT BE ALLOWED TO SHIELD TIME WARNER CABLE
13 FROM THE REQUIREMENTS THAT THE COMMISSION HAS ALREADY
14 ESTABLISHED FOR TIME WARNER CABLE AS THE POTENTIAL
15 COMPETITOR TO SENTCO.
16

17 Q: You mention the proceeding in Application No. C-3228 regarding the application of
18 Time Warner Cable for a certificate of authority in Nebraska. Did you participate
19 in that proceeding?

20 A: Yes. I provided prepared testimony and I appeared at the hearing to testify. In that
21 connection, I reviewed all materials filed in the docket and was present during the
22 entirety of the hearing.

23 Q: How is your testimony in the Time Warner Cable certification proceeding relevant
24 to this proceeding?

1 A: Time Warner Cable's certification request for the provision of local exchange service in
2 SENTCO's service area was premised on Time Warner Cable's use of certain facilities
3 and services to be provided by Sprint. (See, Application No. C-3228 Hearing Transcript
4 at 14:12-15 and 49:2-20, Attachment B hereto.) My testimony in the Time Warner
5 Cable proceeding sets forth concerns that the application of Time Warner Cable was
6 "unique because the result of [Time Warner Cable's] proposal would be that it would not
7 enter into interconnection agreements with [incumbent local exchange carriers.]" (C-
8 3228 Order at p. 4, Attachment C hereto.) My testimony concluded that while it was
9 Time Warner Cable's intent "to serve the end-user with local exchange service, it does
10 not intend to have interconnection arrangements directly with the other carriers in
11 Nebraska that terminate a call from a Time Warner Cable end user or that originate a call
12 to that end user." (*Id.*) Instead, as was apparent in the Time Warner Cable certification
13 proceeding and as is even clearer here, it is the intent for Sprint, and not Time Warner
14 Cable, to have an interconnection agreement with SENTCO, even though it is Time
15 Warner Cable that is the LEC that proposes to provide telephone exchange service in
16 competition with SENTCO.

17 Pursuant to the most fundamental application of Sections 251 and 252 of the Act,
18 SENTCO has the right to negotiate and enter into an agreement with the LEC that will be
19 providing telephone exchange service in competition with SENTCO. Such a contractual
20 agreement is necessary to establish the rights and responsibilities between two carriers
21 that are competing with each other. Sprint's attempt to distort its roles versus that of
22 Time Warner Cable as the competing LEC would deny SENTCO these rights. If Time
23 Warner Cable expects to compete with SENTCO in the provision of LEC services, then

1 Time Warner Cable is the carrier that has interconnection obligations to SENTCO under
2 Section 251(b) of the Act. These obligations apply to all LECs that compete with each
3 other. SENTCO is not obligated to provide interconnection to Time Warner Cable in the
4 absence of negotiation and the execution of a written agreement with Time Warner
5 Cable.

6 **Q: How did the Commission address your concerns?**

7 **A:** The Commission agreed that my concerns presented on behalf of SENTCO were valid
8 and should be addressed with specific requirements: "The Commission has lingering
9 concerns, however, with the impact of [Time Warner Cable's] request for authority in
10 [SENTCO's] territory . . . and with respect to Mr. [Watkins's] testimony that this
11 Applicant unlike other carriers, does not plan to enter into an interconnection agreement
12 with the incumbent local exchange carrier (ILEC)." (*Id.* at p. 5)

13 The Commission went on to conclude that Time Warner Cable "as the retail
14 provider who seeks to compete in a rural incumbent's area and who benefits from this
15 competition should be likewise accountable to the Commission during this process."
16 (*Id.*) The Commission, among other requirements imposed on Time Warner Cable as
17 prerequisites to moving forward to offer service in competition with SENTCO or any
18 other rural telephone company, concluded specifically that Time Warner Cable "must
19 either: 1. Through negotiation or arbitration, reach an interconnection/resale agreement
20 with the pertinent local exchange carrier and receive Commission approval of the
21 interconnection/resale agreement; or 2. In the event a certificated local carrier provides a
22 wholesale tariff, purchase rates from that tariff, and filed its own tariff." (*Id.* at p. 6.)

1 **Q: Does Mr. Burt's testimony recognize or address the foregoing Commission**
2 **requirements placed upon Time Warner Cable?**

3 **A:** No. While Mr. Burt clearly recognizes that Sprint will be performing on a contract basis
4 some of the functions that Time Warner Cable will require in order to provide its
5 proposed LEC services, Mr. Burt nevertheless ignores the Commission's requirements
6 and does not explain how or whether these requirements will be fulfilled by Time Warner
7 Cable. At page 9 of Mr. Burt's testimony, he explicitly states that Time Warner Cable
8 does not have interconnection agreements with incumbent LECs. Instead, Mr. Burt
9 vaguely attempts to characterize Sprint as the Local Exchange Carrier in the arrangement
10 between Sprint and Time Warner Cable (*see*, Burt Testimony at pp. 13-14). However,
11 Mr. Burt acknowledges, as he must, that it is Time Warner Cable, and not Sprint, that
12 will have the retail customer relationship with the end users. (*See*, Burt Testimony, page
13 9, lines 202-203; page 14, lines 319-322). Accordingly, it is clear that Sprint intends to
14 assist Time Warner Cable in an effort to frustrate and circumvent the Commission's
15 directives in the C-3228 Order.

16 **Q: Under the intended approach, is Sprint the Local Exchange Carrier providing**
17 **service to end users in SENTCO's service area?**

18 **A:** No. Even though Mr. Burt attempts throughout his testimony to suggest that somehow
19 Sprint is the LEC regarding Time Warner Cable's proposed offering of
20 telecommunications services in SENTCO's service area, that assertion makes no sense. I
21 will address later in this Rebuttal Testimony other definitional aspects of Mr. Burt's
22 testimony that demonstrate that Sprint's role does not fit the definitions of a LEC
23 interconnecting with another LEC pursuant to Section 251(b)(5) of the Act. For now,

1 however, it is proper to note that Time Warner Cable, in its certification proceeding and
2 in its own tariff, has clearly established that it is Time Warner Cable that is providing
3 local exchange service to end users. The following portions of the record in Application
4 No. C-3228 demonstrate that Time Warner Cable would be the Local Exchange Carrier
5 in connection with a competitive telephone exchange service offered to end users in
6 SENTCO's service area:

- 7 1. "Description of Services" set forth in Exhibit E to Time Warner Cable's
8 Application filed in Application No. C-3228.
- 9 2. Time Warner Cable's Responses and Objections to Data Requests No. 2 and 5 of
10 the Data Requests of the Commission Staff and Interveners in Application No. C-
11 3228.
- 12 3. Pages 5 and 6 of the Direct Testimony of Julie Y. Patterson, dated September 1,
13 2004, admitted as Exhibit 3 at the hearing of Application No. C-3228.
- 14 4. Application No. C-3228 Hearing Transcript, page 11, lines 5-23, Time Warner
15 Cable's witness describes the services that *Time Warner Cable* intends to provide
16 to end users; page 15, lines 2-10, Time Warner Cable's witness admits that it is
17 the LEC responsible for compensation to other Local Exchange Carriers as
18 prescribed in Section 251(b)(5) of the Act; page 16, lines 8-25, Time Warner
19 Cable's witness admits that it is solely responsible to Time Warner Cable's
20 customers for "customer service, and the provision of service to end users;" page
21 36, lines 11-17, Time Warner Cable's witness states that the retail customer
22 would be "Time Warner Cable's customer exclusively;" and page 53, lines 1-6,
23 Time Warner Cable's witness states that Sprint has no relationship with any end

1 user customer of Time Warner Cable. (All of the foregoing referenced portions of
2 the Transcript are included in Attachment B hereto.)

3 5. Time Warner Cable's Tariff, by way of example, specifies in Section 2.1.2A that
4 local and interexchange service as defined in such tariff is offered by Time
5 Warner Cable and such service "is furnished for the use of End Users in placing
6 and receiving calls within Nebraska." "End User" is defined in Section 1.2 of
7 such Tariff.

8 Yet, Mr. Burt now advances a new explanation, inconsistent with the sworn
9 testimony in Application No. C-3228, that claims that Sprint also is a retail service
10 provider to Time Warner Cable's end user customers.

11 **Q: Can Mr. Burt's Testimony be squared with the record in the Time Warner Cable**
12 **certification proceeding?**

13 **A:** No. While Mr. Burt appears to recognize the same relationship between Sprint and Time
14 Warner Cable as discussed by Time Warner Cable during its certification proceeding, his
15 analysis now adopts a revisionist approach to that relationship. We all understand that
16 Sprint may be a provider to Time Warner Cable of certain support facilities and functions
17 pursuant to the "Wholesale Voice Services Agreement" entered into between Sprint and
18 Time Warner Cable that will allow Time Warner Cable to provide service to end users.
19 Both Time Warner Cable and Sprint have established this fact in their respective
20 certification proceedings. For example, in Sprint's Response to Interveners' Data
21 Request No. 5 in Application No. C-3204, dated September 21, 2004, Sprint states:
22 "Time Warner Cable and USA Companies are wholesale customers of Sprint in the state
23 of Nebraska. Attached as Confidential Exhibit A to this response is the redacted version

1 of the wholesale agreement between Sprint and Time Warner that provides evidence of
2 the relationship.” However, in Mr. Burt’s Testimony at page 3, lines 68-70, page 6, lines
3 140-142, page 7, lines 156-159, pages 8-9, lines 184-199, and page 11, lines 250-256.

4 Mr. Burt now offers a new and revised description of that relationship, suggesting that
5 Sprint is the LEC providing service to Time Warner Cable’s customers.

6 **Q: Are there any other indications that it is Time Warner Cable that will be the retail**
7 **Local Exchange Carrier service provider to end users?**

8 **A:** Yes. In its tariff on file with the Commission, at Section 0.3, Time Warner Cable states
9 that it may provide its services utilizing facilities of carriers other than Time Warner
10 Cable, but “[s]ervice provided by [Time Warner Cable] is not part of a joint undertaking
11 with any other carrier providing telecommunications channels, facilities, or services.”

12 Mr. Burt now attempts to advance the contrary position that both Sprint and Time Warner
13 Cable would be providing local exchange service to Time Warner Cable’s end users.

14 Moreover, in its response to Request for Admission No. 1, Sprint admits that Time
15 Warner Cable is the entity that has the relationship with the end user customer.

16 **Q: Do you agree with Mr. Burt at page 8, lines 180-181, that the business model he**
17 **describes “allow[s] for market entry far sooner than if either Time Warner Cable or**
18 **Sprint were to attempt to enter the market alone”?**

19 **A:** No. It is part of the obfuscation that Mr. Burt engages in within his testimony. If Time
20 Warner Cable needs network, network services or other functions it does not have, it can
21 contract privately (like it has done) to arrange for those services. The same is true for
22 Sprint (as Mr. Burt notes later in his testimony at page 14 that Sprint has already done).
23 Those private arrangements are distinct from the requirements of the Act and the

1 obligations of the competing LEC to seek terms and conditions directly with the
2 incumbent LEC (or in this case SENTCO). Mr. Burt's statements should not be used to
3 blur the issues that the Commission must address in this proceeding nor the fact that
4 Time Warner Cable is the LEC competitor of SENTCO, not Sprint.

5 **II. SPRINT SHOULD NOT BE PERMITTED TO DISTORT THE SECTION**
6 **251(b)(5) RULES GOVERNING THE EXCHANGE OF LOCAL TRAFFIC**
7 **BETWEEN TWO COMPETING LOCAL EXCHANGE CARRIERS**
8

9 **Q: On pages 19-22, Witness Burt claims that Sprint is the party that is entitled to a so-**
10 **called "reciprocal compensation" arrangement for the exchange of local traffic.**

11 **What section of the FCC's rules address the terms that define such arrangements?**

12 **A:** The interconnection requirements discussed by Mr. Burt arise under Section 251(b)(5) of
13 the Act. Subpart H of the FCC's Part 51 Rules are the rules that define the terms that
14 apply to traffic exchanged between Local Exchange Carrier competitors. (See 47 C.F.R.
15 Part 51, Subpart H, Sections 51.701 through 51.717.) Subpart H describes the
16 requirements for the transport and termination of telecommunications traffic. With
17 regard to telecommunications traffic between wireline carriers, the Subpart H
18 requirements are confined to the exchange of local traffic (defined as traffic that is not
19 interstate or intrastate exchange access or information access). (47 C.F.R. Section
20 51.701(b)(1).)

21 **Q: How do the terms of the FCC's Subpart H rules apply with respect to transport and**
22 **termination?**

23 **A:** For purposes of Subpart H, a reciprocal compensation arrangement is between two
24 carriers. (47 C.F.R. Section 51.701(e).) It is an arrangement between two carriers in
25 which each carrier receives compensation for the "Transport" and "Termination" on its

1 network for telecommunications traffic that “originates on the network facilities of the
2 other carrier.” These rules are expressed in terms of *two carriers* - one that originates
3 and one that terminates traffic.

4 **Q: How are “Transport” and “Termination” defined in the Subpart H rules?**

5 **A:** “Transport” is defined for purposes of the Subpart H rules, as “the transmission and any
6 necessary tandem switching of telecommunications traffic subject to Section 251(b)(5) of
7 the Act from the interconnection point between the two carriers to the terminating
8 carrier's end office switch that directly serves the called party, or equivalent facility
9 provided by a carrier other than an incumbent LEC.” (emphasis added) (See 47 C.F.R.
10 Section 51.701(c)). “Termination” is defined in the next section of the rules as “the
11 switching of telecommunications traffic at the terminating carrier's end office switch, or
12 equivalent facility, and delivery of such traffic to the called party's premises.” (See 47
13 C.F.R. Section 51.701(d).)

14 **Q: What relevant conclusion do you draw from the application of the relationship**
15 **between Time Warner Cable and Sprint to the definitions of Transport and**
16 **Termination in the FCC Rules?**

17 **A:** It is Time Warner Cable that provides switching functions and facilities for delivery of
18 traffic to the called party's premises. And it is Time Warner Cable that directly serves
19 the called party for a local call originated by a SENTCO customer to be terminated to a
20 Time Warner Cable customer. In the context of adopting these rules, the FCC explained
21 that the Transport and Termination of traffic subject to Section 251(b)(5) of the Act “is
22 intended for a situation in which two carriers collaborate to complete a local call.” (See
23 *In the Matter of Implementation of the Local Competition Provisions in the*

1 *Telecommunications Act of 1996, First Report and Order*, 11 FCC Rcd 15499 (“*First*
2 *Report and Order*”) at para. 1034.) These rules only apply to a Local Exchange Carrier
3 that originates or terminates a local call and not in this case where Sprint is only acting as
4 an “enabler” of the telephone exchange service that Time Warner Cable will offer in
5 competition with SENTCO. In fact, the only three-carrier arrangement even mentioned
6 by the FCC is adopting these rules is one in which access charges apply -- “a situation in
7 which three carriers -- typically, the originating LEC, the [interexchange carrier], and the
8 terminating LEC -- collaborate to complete a long distance call.” (*Id.*)

9 Some carriers have designed novel arrangements and act as intermediary network
10 providers between originating and terminating LECs, sometimes referred to as “transit”
11 service arrangements. The intermediary carrier, however, is neither the originating nor
12 the terminating carrier in the context of applying the Subpart H Rules.

13 Moreover, such novel transit arrangements are not even a requirement under the
14 FCC’s interconnection rules. There are no rules that establish obligations for carriers
15 under such three-party arrangements. In an arbitration proceeding between the
16 incumbent LEC, Verizon, and three competitive local exchange carriers in Virginia, the
17 FCC confirmed that the FCC’s Rules do not address such three-party arrangements. (*See*
18 *Memorandum Opinion and Order*, CC Docket Nos. 00-218, 00-249, and 00-251 released
19 by the FCC on July 17, 2002 at para. 117.) Therefore, to the extent that Sprint provides
20 some novel form of intermediary service, it does so outside of the scope of the FCC’s
21 interconnection rules, including outside the scope of the Subpart H Rules.

22 The inescapable fact is that in over 700 pages of the *First Report and Order* and
23 the FCC’s implementing interconnection rules, neither the concepts of “transit service,”

1 "transit traffic," nor the word "transit" ever appears. And as I stated above, the only
2 three-party arrangement ever mentioned are those with interexchange carriers which are
3 subject to the terms of access, not Subpart H.

4 **Q: Are there any other indications that Sprint is not the carrier providing the retail**
5 **service to the end user?**

6 **A:** Yes. In Sprint's Amended Application filed in Application No. C-3204, at para. 17,
7 Sprint states that it intends to provide transport, switching and interconnection for the
8 origination and termination of local and long distance traffic to "be provided upon
9 request of wholesale customers within the state of Nebraska." In Sprint's Responses to
10 Interveners' Data Requests filed in Application No. C-3204 on September 21, 2004,
11 Sprint states in Response to Request No. 2 that "Sprint does not provide service at the
12 customer premise and there is no central office."

13 Request No. 5 under that same Date Request asks Sprint to confirm whether what
14 Sprint describes as "wholesale customers" would include Time Warner Cable in the
15 anticipated arrangement and, if so, to explain the network arrangements that Sprint will
16 have with Time Warner Cable. In response, Sprint admits that Time Warner Cable would
17 be the wholesale customer. Further, in response to Data Request No. 6, Sprint states:
18 "Sprint has no current plans to provide retail telecommunications services within the
19 geographic areas for which Sprint seeks certification pursuant to the Amended
20 Application. *Sprint is seeking certification so that it can provide services on a wholesale*
21 *basis to entities seeking to outsource functions necessary to provide voice services."*

22 (emphasis added) Consistent with the foregoing statements, during cross examination,
23 Mr. Burt testified as follows at the hearing on Application No. C-3204:

1 Q. As an enabler, to use your term, will Sprint offer
2 telecommunications for a fee to the general public?

3 A. As an enabler – I want to make sure I understand what you
4 – when I say enabler, that is describing the wholesale
5 relationship we have with the cable company. *In that*
6 *instance, we are not providing a service to an end user.*
7 *The cable company provides the service.”* (emphasis
8 added)

9 (See, Transcript of Hearing, Application No. C-3204, 73:3-9).

10 Q: Did Time Warner Cable describe its switching resources in connection with its
11 network arrangement that is being enabled by Sprint?

12 A: Referring again to the Hearing Transcript in the Application No. C-3228 proceeding,
13 Time Warner Cable’s witness confirmed that Time Warner Cable operates a soft switch
14 that will switch calls between Time Warner Cable customers, and calls from a Time
15 Warner Cable customer to a non-Time Warner Cable customer will be routed by Time
16 Warner Cable’s soft switch to a gateway device and the call would then be routed to
17 Sprint. (See, C-3228 Transcript 13:11-14:15; 31:5-32:10)¹

18 Q: In Mr. Burt’s testimony, page 16, line 361 through page 17, line 382, he refers to a
19 “Class 5 end office switch. What is meant by a “Class 5 end office switch?”

20 A: A Class 5 end office switch is one that switches calls between two end user premises or
21 between a central office trunk and an end user premise. In contrast, a Class 4 tandem

¹ References to Sprint’s Confidential Responses to Interveners’ Data Requests in Application No. C-3204 are also relevant to this answer. However, pending the Commission’s ruling on the pending Motion in Limine filed by Sprint in this case, SENTCO will refrain from reference thereto. Nonetheless, SENTCO reserves the right to supplement Mr. Watkins testimony following the Commission’s ruling on such Motion.

1 switch switches calls between two sets of trunks, where those trunks are between the
2 Class 4 tandem and a Class 5 office, or trunks between the Class 4 tandem and another
3 Class 4 tandem. This classification indicates a switching hierarchy in the network.

4 **Q: Do the FCC's interconnection rules or *First Report and Order* address the Class 5**
5 **distinction?**

6 **A:** No. In 700 pages, the words "Class 5" do not occur. Instead, the FCC defines it rules
7 solely with respect to the concept of "end office" in the context of the Subpart H Rules.
8 And the FCC further defines this concept also to include the concept of an "equivalent
9 facility provided by a carrier other than an incumbent LEC." I would note that Mr. Burt
10 has "evolved" his discussion of network arrangement to claim now at p. 16, line 370 that
11 Time Warner Cable provides a "PBX-like switch." Mr. Burt attempts to manufacture a
12 new explanation apparently in an attempt to claim some new distinction. Mr. Burt has
13 conveniently omitted information that he and Time Warner Cable previously provided
14 regarding the fact that Time Warner Cable will switch calls to and from its own end
15 users. It does not matter whether the so-called Class 5 distinction can be applied
16 logically to a soft switch application of cable providers because the FCC has defined the
17 interconnection rules in terms of "end office" including the concept of an alternative,
18 equivalent application provided by a carrier other than an incumbent LEC. In this case,
19 Time Warner Cable is the carrier other than an incumbent, and it is Time Warner Cable
20 that is providing the equivalent application to that of an end office. No matter how
21 "PBX-like" Mr. Burt would have us believe Time Warner Cable's network application to
22 be, it is a mischaracterization of the facts of record to claim that Time Warner Cable will
23 not be providing end office switching when both Sprint and Time Warner Cable have

1 previously represented that Time Warner Cable provides an end office switching
2 function.

3 **Q: Can you explain the concept of end office?**

4 **A:** Yes. The FCC describes the concept of end office in its *First Report and Order* as the
5 last end-office switch closest to the end user to which traffic must be delivered for
6 termination to a customer's premises and this concept is reflected in the rule defining
7 "Termination." The concept of end office is the same as that used in the framework of
8 access. Interstate access tariffs define end office as "a local Telephone Company
9 switching system where Telephone Exchange Service customer station loops are
10 terminated for purposes of interconnection to each other and to trunks. This term
11 includes Remote Switching Modules/Systems served by a Host Central Office in a
12 different wire center." (See Tariff No. 5 filed by the National Exchange Carrier
13 Association, definitions section.) The interconnection rules extend this concept to those
14 switches that are equivalent and provided by competitive carriers.

15 From the descriptions provided by Time Warner Cable, it is apparent that the end
16 users to be served by Time Warner Cable in SENTCO's service area will not have
17 dedicated circuits or channels to the Sprint switch. When one Time Warner Cable end
18 user in Nebraska places a call to another Time Warner Cable end user in Nebraska, the
19 call will be switched to the called party by Time Warner Cable, not Sprint. (This is same
20 as with SENTCO. When an end user of SENTCO places a call to another SENTCO end
21 user, SENTCO switches that call to its destination where the called party is served by an
22 end office of SENTCO.) Moreover, it is apparent that while a call originated from
23 anywhere else in the public switched network may be switched at a higher level, tandem

1 basis by Sprint, such call will be delivered to Time Warner Cable's "PBX-like switch"
2 and this switch will be necessary for "end office" routing to the appropriate end user
3 premises of the customer served by Time Warner Cable. No amount of slight of hand on
4 the part of Mr. Burt will change this fundamental arrangement.

5 **Q: What conclusions do you draw from this analysis?**

6 **A:** It is *Time Warner Cable* that is the provider of the end office for terminating calls to its
7 end user customers; Time Warner Cable is the terminating carrier, and it is Time Warner
8 Cable that is providing the terminating carrier's end office switch that directly serves the
9 called party (or equivalent facility provided by a carrier other than an incumbent LEC) as
10 the FCC's rules define this function pursuant to the Subpart H rules.

11 **III. TIME WARNER CABLE IS THE COMPETING LOCAL EXCHANGE**
12 **CARRIER AND NOT SPRINT WHO IS AN "ENABLER" OF TIME WARNER**
13 **CABLE'S TELEPHONE EXCHANGE SERVICE THAT IS INTENDED TO**
14 **COMPETE WITH SENTCO.**

15
16 **Q: Have you reviewed Mr. Burt's testimony regarding Sprint's intent to hold itself out**
17 **"indiscriminately"?**

18 **A:** Yes.

19 **Q: Do you agree with Mr. Burt?**

20 **A:** No because a variety of facts state otherwise.

21 **Q: What facts are you referencing?**

22 **A:** First, the private contract between Sprint and Time Warner Cable is not public. In fact, I
23 had to sign a non-disclosure agreement so that I could review it for this case. Thus,
24 Sprint does not publicly hold itself out. Second, Mr. Burt admits that any agreement will
25 be individually tailored to the cable company and Sprint. Mr. Burt states at page 27, lines

1 610-612, that "the networks of the other providers will not be identical, nor will the
2 amount of services purchased." Moreover, he states at page 27, lines 614-617 that
3 "[b]ecause the Sprint/last-mile provider relations is a business relationship, some aspects
4 of the final agreement will, of necessity, reflect business differences and will be
5 negotiated separately." Third, Mr. Burt admits at page 27, lines 625-626 that there is no
6 tariff in place by Sprint describing the business relationship that it will offer to a "last
7 mile provider." Fourth, the only service that Mr. Burt unequivocally states will be
8 offered "to the general public" is Sprint's offering of "exchange access." At pages 21-22,
9 lines 493-499, Mr. Burt states that

10 [i]n addition, it should be noted that exchange access is part of the
11 service Sprint offers to the general public and the service Sprint
12 provides to TWC and similarly situated providers. The exchange
13 access is provided directly in Sprint's name, on all toll calls made
14 and received by the customers. Sprint provides exchange access,
15 which is unquestionably a telecommunications service,
16 indiscriminately, regardless of who the toll carrier is, on a common
17 carrier basis."

18 I note that "exchange access," as Mr. Burt acknowledges, is the function provided by a
19 LEC to a toll carrier. Accordingly, one might conclude that because Mr. Burt says Sprint
20 is providing exchange access that is tantamount to saying that all traffic it plans to deliver
21 to or receive from SENTCO will be subject to access charges also to be assessed by
22 SENTCO. Sprint can do this because its function in the arrangement it has described
23 with Time Warner Cable is as a "tandem" operator, and a tandem operator can properly

1 assess access charges for the services it provides to toll carriers. In any event, however,
2 Sprint's role as an exchange access provider is for a service different than the holding out
3 for the provision of "local" traffic that is subject to Section 251(b)(5) that is originated
4 by or terminated to a Time Warner Cable end user. A tandem switching access provider
5 provides service to interexchange carriers, not end users.

6 While Mr. Burt indicates at pages 24-26 of his testimony that Sprint talked with a
7 number of potential cable companies (and he admits he was not involved in such
8 discussions), only Time Warner Cable is a wholesale customer of Sprint in Nebraska.
9 Accordingly, I do not believe that Mr. Burt has committed Sprint to a practice that
10 accepts all potential entities on something other than an individualized basis and on specific
11 terms that will be negotiated, nor can Mr. Burt sustain his position that Sprint is holding
12 itself out indiscriminately through the private, non-public contract it has with Time
13 Warner Cable.

14 **Q: Do you have any opinion as to the reason that Mr. Burt makes this claim?**

15 **A:** Yes. Holding oneself out to provide services "indiscriminately" is one of the factors I
16 understand is considered when one is required to determine if an entity is a "common
17 carrier." I also understand that the FCC has determined "common carriers" to be
18 "telecommunications carriers" and only telecommunications carriers can seek the
19 arrangements that are addressed in the interconnection agreement at issue in this
20 proceeding. These concepts were pivotal in the Iowa Utilities Board's decision in Docket
21 No. ARB-05-2, a copy of which decision is attached to SENTCO's Motion to Dismiss or,
22 in the Alternative, Response to the Petition for Arbitration filed herein.

1 **Q: So if Sprint files the tariff that Mr. Burt states at page 27, lines 624-626, that Sprint**
2 **is willing to do, Sprint could seek the interconnection arrangements at issue on**
3 **behalf of Time Warner Cable?**

4 **A:** No. As I indicated above, since Sprint is not offering the end office switching (or its
5 functional equivalent) or termination to the end user, only Time Warner Cable can
6 properly seek the interconnection arrangement at issue in this proceeding, and that is the
7 conclusion that the Commission has already agreed should be the case in its C-3228
8 Order.

9 As the FCC concluded in its *First Report and Order* at para. 1045, " pursuant to
10 section 251(b)(5) of the Act, all local exchange carriers, including small incumbent LECs
11 and small entities offering competitive local exchange services, have a duty to establish
12 reciprocal compensation for the transport and termination of local exchange service."
13 Time Warner Cable, as the entity offering competitive local exchange services, has the
14 duty to establish the transport and termination arrangement with SENTCO.

15 **Q: Do you agree with Mr. Burt's assertion at pages 22-23 of his testimony that prior**
16 **Commission actions approving an interconnection agreement with ALLTEL have**
17 **any bearing on this proceeding?**

18 **A:** No. First, SENTCO was not party to the discussions and negotiations that some other
19 LEC had with Sprint. Accordingly, no one knows what "gives and takes" were included
20 in those discussions and SENTCO cannot be bound by them. Second, whether an
21 incumbent LEC wants to seek arrangements with some other entity that fall outside of the
22 requirements of the Act is up to that incumbent and I have reviewed Attachment A to
23 SENTCO's Response to Sprint's Petition for Arbitration filed herein that specially states

1 that SENTCO did not engage in those discussions. Finally, Mr. Burt's purported fear
2 about what ALLTEL may or may not do once the Commission concludes that Sprint's
3 position in this proceeding should be rejected is nothing more than a scare tactic,
4 presumably geared to provide pause to the Commission as to how properly to implement
5 the requirements of the Act. In any event, if Sprint's concern was real, I am confident
6 that Sprint considered that possibility when it negotiated its arrangement with ALLTEL
7 and included provisions to address that possibility. If Sprint did not, then any result
8 arises from Sprint's conduct and not the Commission's actions in this proceeding.

9 **Q: Does this conclude your rebuttal testimony?**

10 **A: Yes.**

SUMMARY OF WORK EXPERIENCE AND EDUCATION

Steven E. Watkins

July 2005

My entire 29-year career has been devoted to service to smaller, independent telecommunications firms that primarily serve the small-town and rural areas of the United States.

I have been a consultant working with the firm of Kraskin, Moorman & Cosson, LLC since June, 1996 (formerly known as Kraskin, Lesse & Cosson, LLC). The firm concentrates its practice in providing professional services to small telecommunications carriers. My work at Kraskin, Moorman & Cosson, LLC, has involved assisting smaller, rural, independent local exchange carriers ("LECs") and competitive local exchange carriers ("CLECs") in their analysis of a number of regulatory and industry issues, many of which have arisen with the passage of the Telecommunications Act of 1996. I am involved in regulatory proceedings in several states and before the Federal Communications Commission on behalf of small LECs. These proceedings are examining the manner in which the Act should be implemented. My involvement specifically focuses on those provisions most affecting smaller LECs.

I have over the last nine years instructed smaller, independent LECs and CLECs on the specific details of the implementation of the Act including universal service mechanisms, interconnection requirements, and cost recovery. On behalf of clients in several states, I have analyzed draft interconnection agreements and conducted interconnection negotiations and arbitrations pursuant to the 1996 Act.

For 12 years prior to joining Kraskin, Moorman & Cosson, LLC, I held the position of Senior Industry Specialist with the Legal and Industry Division of the National Telephone Cooperative Association ("NTCA") in Washington, D.C. In my position at NTCA, I represented several hundred small and rural local exchange carrier member companies on a wide array of regulatory, economic, and operational issues. My work involved research, analysis, formulation of policy, and expert advice to member companies on industry issues affecting small and rural telephone companies.

My association work involved extensive evaluation of regulatory policy, analysis of the effects of policy on smaller LECs and their rural customers, preparation of formal written pleadings in response to FCC rulemakings and other proceedings, weekly contributions to association publications, representation of the membership on a large number of industry committees and task forces, and liaison with other telecom associations, regulators, other government agencies, and other industry members. I also attended, participated in and presented seminars and workshops to the membership and other industry groups too numerous to list here.

For those not familiar with NTCA, it is a national trade association of

Attachment

A

approximately 500 small, locally-owned and operated rural telecommunications providers dedicated to improving the quality of life in rural communities through advanced telecommunications. The Association advocates the interests of the membership before legislative, regulatory, judicial, and other organizations and industry bodies.

Prior to my work at NTCA, I worked for over eight years with the consulting firm of John Staurulakis, Inc., located in Seabrook, Maryland. I reached a senior level position supervising a cost separations group providing an array of management and analytical services to over 150 small local exchange carrier clients. The firm was primarily involved in the preparation of jurisdictional cost studies, access rate development, access and exchange tariffs, traffic analysis, property records, regulatory research and educational seminars.

For over ten years during my career, I served on the National Exchange Carrier Association's ("NECA") Industry Task Force charged with reviewing and making recommendations regarding the interstate average schedule cost settlements system. For about as many years, I also served in a similar role on NECA's Universal Service Fund ("USF") industry task force.

I graduated from Western Maryland College in 1974 with a Bachelor of Arts degree in physics. I have also attended industry seminars too numerous to list on a myriad of industry subjects over the years.

During my career representing small telecommunications firms, I estimate that I have prepared formal written pleadings for submission to the Federal Communications Commission on behalf of NTCA member and Kraskin, Lesse & Cosson client LECs in over two hundred proceedings. I have also contributed written comments in many state proceedings on behalf of Kraskin, Moorman & Cosson client LECs. I have provided testimony in proceedings before the Georgia, Pennsylvania, Indiana, Kentucky, Missouri, Nebraska, Minnesota, Montana, Tennessee, Kansas, South Carolina, New Mexico, West Virginia, Louisiana, Iowa, and South Dakota public service commissions.

Finally, I have testified before the Federal-State Joint Board examining jurisdictional separations changes.

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

IN THE MATTER OF THE APPLICATION)
OF TIME WARNER CABLE)
INFORMATION SERVICES)
(NEBRASKA), LLC d/b/a TIME WARNER)
CABLE FOR A CERTIFICATE OF)
AUTHORITY TO PROVIDE LOCAL AND)
INTEREXCHANGE VOICE SERVICES)
WITHIN THE STATE OF NEBRASKA.)

APPLICATION NO. C-3228

**[SELECTED PAGES FROM
NEBRASKA PUBLIC SERVICE COMMISSION TRANSCRIPT]**

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Attachment

B

P R O C E E D I N G S

COMR. LANDIS: The hearing in Application Number C-3228 will come to order. I am Frank Landis, and I will be the hearing officer this morning. Joining me here at the Lincoln site is Commissioner Rod Johnson. Joining us at the McCook site is Commissioner Jerry Vap who is the chairman of our Commission. Anne Boyle, Commissioner Boyle, is a speaker at a conference in San Francisco today or she would be here. She has a great deal of interest in this particular docket. Lowell Johnson has been undergoing some medical treatments and he may or may not be here, but, of course, he has an abiding concern in this docket, also. Shana Knutson is here at the Lincoln site. She is the staff attorney who is handling this particular docket. Also here in the Lincoln site is our attorney, Angela Melton. Angela is handling a companion case which is Sprint CLEC application. So, we have asked Angela to sit in on this hearing today. I understand that Jill Gettman had a motion she wanted to file.

MS. KNUTSON: I believe she had a motion pro hac vice. She wanted to move the admittance of Mr. Goodwin and she is on the phone.

1 customer?

2 A Sure. In the case of a Time Warner Cable
3 telephone customer calling anyone else that is not on
4 the Time Warner Cable network, so, someone served by
5 another telephone company, the call would leave the
6 customer premise in Internet Protocol or packet form.
7 Our soft switched device would recognize the
8 telephone number dialed as being a non-Time Warner
9 Cable telephone number and would route that call to
10 what is called a gateway device that would convert
11 the call from Internet Protocol form to traditional
12 circuit switched or TDM format. At which point, it
13 would be passed to Sprint Communications Corporation
14 which would take the call and terminate it to its
15 final destination. Whether that be a local call
16 within Lincoln, for instance, or an intrastate toll
17 call somewhere else in Nebraska or an interstate or
18 an international call. In that case, Sprint would,
19 on behalf of Time Warner Cable, pay inter-carrier
20 compensation as I mentioned previously either
21 reciprocal compensation, intrastate access, or
22 interstate access based on the originating number and
23 the terminating number. Would also in the case of
24 911 calls, 711 telecommunications, relay service
25 calls or directory assistance calls, pass those to

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1 other CLECs in other parts of the country.

2 Q In Exhibit E to your application filed in
3 this matter, the second page of Exhibit E, Time
4 Warner describes a, quote, partnership and while not
5 therein named, it is obviously a partnership with
6 Sprint that you are referring to. Wouldn't that be
7 correct?

8 A It is in terms of the party. I think the
9 term partnership was a misuse of the word in the
10 sense that it was not intended to connote a legal
11 term of art. It is not a partnership. It is a
12 relationship.

13 Q So, isn't it correct that in fact, the
14 relationship between Time Warner and Sprint is that
15 of an independent contractor as opposed to, for
16 example, a joint venture or a legal partnership?

17 A Yes. I would view us as a customer of
18 Sprint, a wholesale customer in many respects.

19 Q I didn't hear the last part.

20 A As a wholesale customer of Sprint's.

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21 Q Thank you. On Page 3 of your testimony,
22 Lines 15 through 25, you assert that Time Warner,
23 quote, has extensive managerial and technical
24 experience in the telecommunications industry. If
25 you need to refer to it again, the three ring binder

1 background is in the practice of telecommunications
2 law, in private practice at the Federal
3 Communications Commission, and with an Internet
4 telephony company prior to joining Time Warner Cable.

5 Q Okay. Can you please describe the services
6 that Time Warner Cable Information Services intends
7 to provide to customers in the state of Nebraska?

8 A The applicant proposes to provide voice
9 services using voice over Internet Protocol
10 technology. To the consumer, the consumer will be
11 offered a bundle of local and long distance voice
12 services packaged as a bundle. That would include
13 certain vertical features such as call waiting, call
14 waiting with Caller ID, and Caller ID. Also included
15 in the services would be Enhanced 911 functionality
16 access to telecommunications relay service, the
17 ability to port a telephone number, access to
18 international calling, access to directory
19 assistance, and operator services, directory
20 listings, and the ability to call anyone on the
21 public switched telephone network or to receive a
22 call from anyone on the public switched telephone
23 network.

24 Q Will you be paying inter-carrier
25 compensation for these services?

1 the appropriate location as well.

2 Q So, who is ultimately responsible for
3 payment of access charges to the LECs?

4 A As the originating provider, the applicant
5 is responsible for that. We have made arrangements
6 contractually through Sprint to have them administer
7 and actually make those payments based on again the
8 originating number and the terminating number so that
9 the call is treated jurisdictionally as it would be
10 in the normal course.

11 Q In the application, there is a Section 2
12 reservation of rights. Can you please describe that
13 for us?

14 A Sure. Based on the number of proceedings
15 going on throughout the country at the state and
16 federal level relating to voice over Internet
17 Protocol technology and voice services using voice
18 over Internet Protocol technology. We have included
19 in our application a reservation of rights stating
20 what we believe would be the case even without
21 associating. That should the law change, we would
22 abide by the ruled law if the FCC, a state
23 commission, the state legislature, the Congress,
24 changed the status of voice over Internet Protocol.
25 Services and the proposed services that we will be

1 offering fall within that definition. So, just a
2 statement that while we agree and submit to the
3 jurisdiction of the Commission, should the law
4 change, we would abide by any change in future law.
5 Unless and until that law changes, we are submitting
6 and agreeing to the jurisdiction of the Nebraska
7 Public Service Commission.

8 Q As far as your relationship with Sprint goes
9 to terminate traffic, do you intend to make Sprint
10 responsible to your end users for service quality or
11 is it that responsibility going to lie with Time
12 Warner?

13 A All obligations with respect to end user
14 customers, customer service, and the provision of
15 service to end users is entirely with Time Warner
16 Cable information services.

17 Q Likewise, does Time Warner intend to make
18 Sprint responsible to this Commission for compliance
19 with the Commission's rules and regulations for the
20 service offerings you have in the state?

21 A No. As the provider of service to end users
22 and as an applicant for a certificate of authority,
23 the applicant is fully responsible for all
24 obligations pursuant to rule and statute of this
25 Commission.

1 I asked you. Is there any basis that you know of to
2 support your testimony you gave a moment ago that
3 Sprint is already terminating calls to the Southeast
4 Nebraska service area?

5 A I said that, again -- based on -- to the
6 extent that Sprint has retail customers in the state
7 of Nebraska, my understanding would be, and I don't
8 have personal knowledge of this, that it can
9 terminate calls to all other customers located in
10 Nebraska.

11 Q In my hypothetical, would the Time Warner
12 customer be Sprint's retail customer or Time Warner's
13 retail customer?

14 A With the Time Warner Cable, the originating
15 caller in your scenario --

16 Q Right.

17 A Time Warner Cable's customer exclusively.

18 Q So, those scenarios that Sprint has today
19 where it is serving its retail customers has nothing
20 to do with the arrangement that you are proposing
21 since your end users will be Time Warner's retail
22 customers and not Sprint's. Isn't that correct?

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23 A Other than the fact that when a call from a
24 Time Warner customer reaches Sprint, Sprint's
25 obligation is to carry and terminate that call, and

1 Q Just to confirm, in the arrangement that is
2 being proposed between Time Warner and Sprint, Sprint
3 will not be providing any retail services to Time
4 Warner customers. Is that true?

5 A Sprint has no relationship with any end user
6 customer of Time Warner Cable.

7 Q Does Time Warner intend to request any
8 interconnection arrangements with any incumbent LECs
9 in Nebraska?

10 A I can't answer for the future at this point.
11 We have not requested any interconnection and have no
12 immediate plans to do so. However, I can't speak for
13 the indefinite future.

14 Q Again, going back to the Sprint-Time Warner
15 agreement, and if you need a section reference,
16 Section 9.2, and my intent again is to not refer to
17 the content of that section directly, is it true that
18 in the event that it is concluded by Time Warner that
19 Sprint is unable to reach an interconnection
20 arrangement with one or more incumbent LECs, that
21 Time Warner reserves to itself the right to directly
22 negotiate and seek interconnection with an incumbent
23 LEC?

24 A Yes, we have the right to do so. We reserve
25 that right.

1 Q Does Time Warner Cable intend to provide
2 telephone relay service to customers in the state of
3 Nebraska?

4 A Yes.

5 Q Does Time Warner Cable intend to provide
6 operator services to customers in the state of
7 Nebraska?

8 A Yes, customers will be able to make and
9 receive collect calls and other operator assisted
10 calls.

11 Q Can you explain how calls are terminated
12 from one Time Warner customer to another Time Warner
13 customer?

14 A In the case of a Time Warner Cable
15 customer in Nebraska calling another Time Warner
16 Cable telephone customer, the call would be handled
17 entirely by Time Warner Cable on its own network.
18 So, a call would leave the customer's premise and be
19 carried on Time Warner Cable's network and be routed
20 to the other Time Warner Cable customer, never
21 touching the public switched telephone network. In
22 that case, the call would be in Internet Protocol or
23 packet form for the entire duration of the call.

24 Q Can you explain how a call would be routed
25 between a Time Warner customer and a non-Time Warner

1 would be located within the Falls City, Nebraska,
2 exchange to complete a local call to a southeast
3 Nebraska telephone customer also located in that
4 exchange.

5 A A call originated by a Time Warner Cable
6 customer in that exchange would traverse, and I use
7 the term Time Warner Cable generally here. I mean,
8 the applicant is doing business as Time Warner Cable
9 but to traverse the Time Warner Cable cable
10 facilities, leaving the home over the cable
11 facilities in packet form, meaning the voice messages
12 spoken into phones be digitized and packetized could
13 leave the home in packet form, be routed to Time
14 Warner Cable's facilities, Time Warner Cable soft
15 switched device would recognize that call as being an
16 off-net call or one made to a non-Time Warner Cable
17 customer.

18 Q Let me interrupt you. Where would the soft
19 switch be located?

20 A The soft switch is located in, and I believe
21 it is in the application, Kansas City.

22

23

INTERROGATION

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24

By Commissioner Landis:

25

Q If I might interrupt. Is that what you

1 refer to as a gateway device?

2 A No.

3 Q Is this off-switch.

4 A The gateway device would be located in
5 Nebraska. The soft switch device would be
6 responsible for the routing of the call, would
7 recognize the call as being not destined for a Time
8 Warner Cable telephone customer. Would therefore
9 route the call to a gateway device located in
10 Nebraska.

11

12 FURTHER CROSS-EXAMINATION

13 By Mr. Schudel:

14 Q Where in Nebraska?

15 A In Lincoln.

16 Q All right.

17 A It would be transformed from Internet
18 Protocol format into traditional circuits which
19 format and would be passed to Sprint.

20 Q Where would the point of interconnection
21 with Sprint be?

22 A It would be at the point of the gateway.

23 Q In Lincoln, Nebraska.

24 A Yes.

25 Q Please continue.

Nebraska Public Service Commission

COMMISSIONERS:
C. BOYLE
J. C. JOHNSON
ROD JOHNSON
FRANK E. LANDIS
GERALD L. VAP

EXECUTIVE DIRECTOR:
ANDY S. POLLOCK



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NEBRASKA CONSUMER HOTLINE:
1-800-525-0017

November 24, 2004

CERTIFICATION

To Whom It May Concern:

I, Andy S. Pollock, Executive Director of the Nebraska Public Service Commission, hereby certify that the enclosed is a true and correct copy of the original order made and entered in C-3228 on the 23rd day of November, 2004. The original order is filed and recorded in the official records of the Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the Nebraska Public Service Commission, Lincoln, Nebraska, this 23rd day of November, 2004.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy S. Pollock", is written over a horizontal line.

Andy S. Pollock
Executive Director

ASP:ab

Enclosure

pc: Jill Gettman, Kutak Rock LLP, The Omaha Building, 1650 Farnam Street, Omaha, NE 68102-2186
Loel P. Brooks, #15352, Brooks, Pansing Brooks, PC, LLO, 948 Wells Fargo Center, 1248 O Street, Lincoln, NE 68508-1424
Letty S.D. Friesen, AT&T Law Department, 1875 Lawrence Street, Suite 1575, Denver, CO 80202
Timothy J. Goodwin, Qwest Services Corporation, 1801 California, Suite 4900, Denver, CO 80202
Steve G. Seglin, #13756, Crosby Guenzel. LLP, Federal Trust Building, 134 South 13th Street, Suite 400, Lincoln, NE 68508
Paul M. Schudel, #13723/James A. Overcash, #18627, Woods & Aitken, LLP, 301 South 13th Street, Suite 500, Lincoln, NE 68508
Jack L. Shultz, #15472, Harding, Shultz & Downs, 800 Lincoln Square, 121 South 13th Street, P.O. Box 82028, Lincoln, NE 68501-2028
Timothy F. Clare, #19970/Troy S. Kirk, #22589, Rembolt, Ludtke & Berger, LLP, 1201 Lincoln Mall, Suite 102, Lincoln, NE 68508
Ellen Thompson, Department of Revenue, P.O. Box 94818, Lincoln, NE 68509-4818
Travis S. Tyler, Frasier, Stryker, Meusey, Olson, Boyer & Bloch, P.C., 500 Energy Plaza, 409 South 17th Street, Omaha, NE 68102

SECRETARY'S RECORD, NEBRASKA PUBLIC SERVICE COMMISSION

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In the Matter of the Application) Application No. C-3228
of Time Warner Cable Information)
Services, LLC, d/b/a Time Warner)
Cable, Nebraska, Stamford,) GRANTED
Connecticut, for a Certificate)
of Authority to provide local)
and interexchange voice services)
within the state of Nebraska.) Entered: November 23, 2004

APPEARANCES:

For the Applicant:

Travis S. Tyler
Russell Westerhold
Fraser, Stryker, Meusey, Olson, Boyer & Bloch, PC
500 Energy Plaza
409 South 17th Street
Omaha, Nebraska 68102

For the Intervenors:

Southeast Telephone Company, Hemingford Cooperative Telephone
Company, Rural Independent Companies and
Alltel Nebraska Inc.
Paul M. Schudel
James A. Overcash
Woods & Aitken, LLP
301 South 13th Street
Suite 500
Lincoln, Nebraska 68508

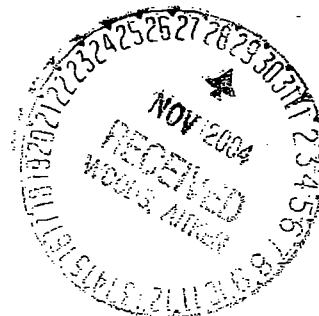
For Nebraska Telecommunications Association:

Jack L. Shultz
800 Lincoln Square
121 South 13th Street
P.O. Box 82028
Lincoln, Nebraska 68501

1281

For Qwest Communications Corporation:

Jill Vinjamuri Gettman
Kutak Rock LLP
The Omaha Building
1650 Farnam Street
Omaha, Nebraska 68102
and
Timothy Goodwin
1801 California
Suite 4900
Denver, Colorado 80202



Application No. C-3228

Page 2

For Rural Independent Intervenors:

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Troy S. Kirk
Rembolt, Ludtke & Berger, LLP
1201 Lincoln Mall
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For AT&T:

Loel P. Brooks
Brooks, Pansing Brooks PC, LLO
984 Wells Fargo Center
1248 O Street
Lincoln, Nebraska 68508
and
Gary Witt
1875 Lawrence Street
Suite 1575
Denver, Colorado 80202

For the Commission:

Shana Knutson
300 The Atrium
1200 N Street
Lincoln, Nebraska 68508

BY THE COMMISSION:

By Application filed July 17, 2004, Time Warner Cable Information Services, Nebraska LLC, d/b/a Time Warner Cable (TWCIS or Applicant), Stamford, Connecticut, seeks authority to provide local and interexchange voice services within the state of Nebraska. Notice of the application was published in The Daily Record, Omaha, Nebraska, on July 21, 2004. Petitions of Formal Intervention were filed by the following: Southeast Telephone Company; Alltel Nebraska Inc.; Hemingford Cooperative Telephone Company; the Rural Independent Companies; the Nebraska Telecommunications Association, Qwest Communications Corporation; Benkelman Telephone Company; Arapahoe Telephone Company; Cozad Telephone Company; Curtis Telephone Company; Diller Telephone Company; Glenwood Telephone Membership Corporation; Keystone-Arthur Telephone Company; Wauneta Telephone Company; and Mainstay Communications. AT&T filed a Petition for Informal Intervention. A hearing on the application was held in the Commission Library on September 17, 2004, with appearances as shown above.

EVIDENCE

TWCIS is a limited liability company owned by Time Warner Cable Inc. and Time Warner Entertainments-Advance/Newhouse Partnership. The ultimate corporate parent of each of these entities is Time Warner Cable Inc. TWCIS seeks to provide facilities-based competitive local and long distance Internet Protocol voice services to customers in the State of Nebraska that have access to the cable facilities of Time Warner Cable in the Nebraska communities of Lincoln, Fremont, Columbus, York, Nebraska City, Seward, Crete, Fairbury, Falls City, Tecumseh, David City, Auburn, Pawnee City, Humboldt, Denton, and Table Rock. The application was made pursuant to Neb. Rev. Stat. §§ 86-128 and 86-129 (2002 Cum. Supp.) and Title 291, Article 5 §§ 002.49 and 003.12A of the Nebraska Public Service Commission Telecommunications Rules and Regulations.

Initially, Applicant's service will be offered only to customers who subscribe to its high-speed modem data service. The Applicant's service will be offered on a bundled, flat-rate basis and will allow local and long distance calling in addition to operator services, directory assistance, white page directory listings, E911 services, outbound 800 toll free calling, local number portability and access to telephone relay services. Applicant's customers will be able to call and be called by any other IP voice service subscriber of TWCIS. Customers will also have access to the public switched telephone network and thus will be able to call and be called by all other parties connected to the public switched telephone network. Applicant will bill for the digital phone monthly package in advance, although additional charges for international calling, directory assistance and operator services will be billed in arrears. Applicant does not plan to collect deposits.

Applicant further testified that it will contribute to the federal and state universal service funds in accordance with applicable law. Applicant's voice services will also fully comply with all requirements applicable to telecommunications services including all applicable E911 obligations, CALEA, universal service and telephone relay service requirements. Applicant will provide customers with access to directory assistance, operator assistance and directory listings.

The service provided by Applicant will be carried over its proprietary IP network and will not travel over the public Internet. This provides Applicant with sufficient control to ensure that its services meet or exceed the applicable technical standards for service quality. All appropriate intercarrier

compensation will be paid on calls originating from Applicant's network and all jurisdictional determinations and payments will be made in accordance with existing compensation regimes. Applicant will rely on its underlying carrier, identified as Sprint, for further technical and managerial support.

Mr. Steven E. Watkins testified for the Formal Intervenor Southeast Nebraska Telephone Company. His testimony was also represented as the viewpoints and concerns of the other rural independent companies. Mr. Watkins observed that this application is unique because the result of Applicant's proposal would be that it would not enter into interconnection agreements with ILECs. Mr. Watkins further testified that while Applicant intends to serve the end-user with local exchange service, it does not intend to have arrangements directly with the other carriers in Nebraska that terminate a call from a Time Warner end user or that originate a call to that end user.

O P I N I O N A N D F I N D I N G S

As the Hearing Officer previously stated in the prehearing conference, the Commission's review of this Application is based upon the Commission's Rules in the Neb. Admin. Code Title 291, Ch. 5, Rule 002.49. Accordingly, the Commission considers this application for authority in light of the following criteria and standards established in the Commission's telecommunications rules:

- (a) Whether the Applicant has provided the information required by the Commission;
- (b) Whether the Applicant has provided a performance bond, if required;
- (c) Whether the Applicant possesses adequate financial resources to provide the proposed service;
- (d) Whether the Applicant possesses adequate technical competence and resources to provide the proposed service;
- (e) Whether the Applicant possesses adequate managerial competence to provide the proposed service; and
- (f) Whether granting the Applicant a certificate preserves and advances universal service, protects the public safety and welfare, ensures the continued quality of telecommunications services and safeguards the rights of consumers, pursuant to Section 253(b) of the Act.

Applicant has demonstrated that it meets the standards of financial, technical and managerial competence. No party in this proceeding refuted the Applicant's competence.

The Applicant's ability to meet the Commission's public interest criteria was a disputed issue. Southeast Nebraska Telephone Company (Southeast) in particular raised concerns with Applicant's ability to provide access to emergency services or to provide service in the event of a power loss. Applicant committed to filing its disclaimers to customers in this regard and to working with the Commission in the event that it has concerns with these issues. The Commission finds that these commitments sufficiently address the concerns raised in this regard.

The Commission has lingering concerns, however, with the impact of Applicant's request for authority in Southeast's territory where the rural exemption has not been lifted, and with respect to Mr. Watkin's testimony that this Applicant unlike other carriers, does not plan to enter into an interconnection agreement with the incumbent local exchange carrier (ILEC). Rather, Applicant testified that it has entered into an agreement with Sprint, a competitive local exchange carrier, for the exchange of traffic. The Commission agrees with Mr. Watkins that this presents a unique circumstance and that new issues with respect to rural carriers are likely to arise. The Commission finds that the concerns proffered by Mr. Watkins although uncontroverted, did not rise to the level to defeat Applicant's evidence that a grant would serve the public interest. While we find that Applicant met its burden of proof, the Commission recognizes there are some legitimate concerns regarding when and how the rural exemption is addressed. The substance of Mr. Watkin's concerns will be more appropriately addressed at the point at which there has been a request to lift the rural exemption and when interconnection agreement approval is requested. The Commission believes that Applicant as the retail provider who seeks to compete in a rural incumbent's area and who benefits from this competition should be likewise accountable to the Commission during this process. Accordingly, prior to the offering of service in competition with Southeast Nebraska Telephone Company or any other rural telephone company under this certificate the Applicant must:

1. File written notice with the Commission when a bona fide request has been sent either by it or its underlying carrier to a rural ILEC.

2. The rural ILEC then will have 30 days in which to notify the Commission that it intends to raise the rural exemption as a reason not to negotiate or arbitrate an agreement.

3. The Commission will rule on the rural exemption in accordance with the Telecommunications Act of 1996 (Act).

4. The parties will either negotiate or arbitrate an agreement. The parties will file the agreement for approval. The Commission will then approve or reject the agreement in accordance with the Act.

The Commission finds Applicant will be required to notify the Commission of the above-listed events and triggers and may be considered by the Commission as a necessary party in future Commission proceeding where the issue involves when and how Applicant's retail service is to be offered in competition with a rural carrier.

Moreover, in all certificated areas, before the Applicant is allowed to provide local service to its users, it must either:

1. Through negotiation or arbitration, reach an interconnection/resale agreement with the pertinent local exchange carrier and receive Commission approval of the interconnection/resale agreement; or

2. In the event a certified local carrier provides a wholesale tariff, purchase rates from that tariff, and file its own tariff.

The opinions and findings in this Order carry no precedential value other than establishing minimum standards and criteria to apply when considering applications to provide interexchange and local exchange service in the above-mentioned territories. All telecommunications carriers seeking such a certificate must demonstrate that they meet, at a minimum, the standards and criteria set forth herein.

This order does not terminate, waive or in any manner diminish the exemptions and protections created by the Act for rural carriers, as defined by the Act. This order does not address the issue of the rural local exchange carrier exemption

under the Act. Rural exemptions may be terminated, suspended or modified only as provided in Section 251(f) of the Act. Prior to providing local exchange service in any area in the state of Nebraska, Applicant must file tariffs in accordance with the provisions of section 002.21 of Neb. Admin. Code title 291, chapter 5.

As a provider of local telecommunications service in the state of Nebraska, Applicant is subject to the same laws, rules and regulations, both federal and state (including any laws, rules or regulations regarding universal service, restrictions on joint marketing and quality of service), applicable to any other local exchange company except those obligations imposed on ILECs pursuant to Section 251(c) of the Act.

Finally, the Commission turns to the objections of AT&T. During the course of the hearing, AT&T objected to the admittance of the testimony filed by Southeast Telephone Company on the grounds that it did not receive notice of the extension of time for intervenors to file testimony and it was not served with Southeast's prefiled testimony.¹ AT&T objected further to the fact that it was not given copies of the testimony prior to the hearing. Accordingly, AT&T asserted at the hearing and in its post-hearing brief, due process was not fulfilled. The Hearing Officer gave AT&T the opportunity to assert its objection, but overruled this objection.

Upon review of the Commission's rules, the Commission finds that due process was not subverted by the Hearing Officer's

¹ AT&T further argues in its post-hearing brief that the Commission has continually failed to serve it with its orders in this proceeding. AT&T insinuates the Commission had a malicious intent to overlook AT&T in this proceeding. As an example, AT&T states that it has not yet been served a copy of the Commission's Hearing Officer Order of August 6, 2004. However, we note for the record that AT&T filed its Petition for Informal Intervention on August 8, 2004. Accordingly, the Commission would not have served a copy of its August 6, 2004, Order on AT&T because it was prior to their interest being on record. However, the Commission further notes that it erroneously did not serve a copy of the Hearing Officer's Order denying oral argument and denying the requested continuance which also moved the deadline for prefiled testimony. This was due to an administrative error. There was no malice in this oversight and the Commission believes that such error was harmless as AT&T could not have changed its position and AT&T was given the opportunity at the hearing to object and to request portions be stricken from the record.

Moreover, upon review of this case, it became apparent that neither the Applicant nor Southeast served a copy of its prefiled testimony on AT&T, the Commission believes this to be an oversight on the part of both parties and cannot deduce from the record that there was an intention to exclude AT&T by either party.

decision to extend the comment deadline. After discovery responses had been filed, the Commission received a Motion to Compel from Southeast regarding Request No. 6. Simultaneous with that Motion to Compel, the Commission was also informed that the Applicant and Southeast continued to communicate to resolve the discovery dispute and Applicant had agreed to provide Southeast with further information responsive to Request No. 6. The Commission did not schedule an oral argument on the Motion to Compel on that basis.

On September 9, 2004, the Commission received a Motion to set Oral Argument on the Motion to Compel and also received a Motion to Continue the Hearing from Southeast. In support of the Motion to Continue the Hearing, Southeast stated in writing that because it had just received information from the Applicant responsive to Request No. 6, it needed additional time to prepare for the hearing. The Hearing Officer overruled those motions and instead, because information was just exchanged between the parties, decided to extend the time frame for intervenor testimony from the original due date of September 10, 2004 (which was the deadline respective to all intervenors, including informal intervenors) to September 16, 2004 at 2:30.² The extension of time was granted for all intervenors.

Rule 017 of Commission Procedure provides the Hearing Officer with the power to rule on issues, including substantive issues, as long as the ruling is not dispositive of the case. The Hearing Officer in this case ruled on procedural motions, i.e., the Motions for Continuance and for Oral Argument which arose during a discovery dispute, and said rulings were not dispositive to this case. In the interest of time, oral argument was not scheduled on either the discovery motion or the motion for continuance; rather, the Commission dealt with the issues on the pleadings. This was permissible procedurally and fully within the discretion of the hearing officer.

Finally, at the hearing, it was argued that an informal intervenor could not offer objections into the record because of their limited status. While it is true that an informal intervenor cannot elicit testimony from others during the hearing, cannot participate in discovery, and is limited to a prefiled statement of one witness at the hearing, there is no rule which explicitly provides that an informal intervenor may

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² The Commission notes that its request for prefiled testimony is purely discretionary. Prefiled testimony is generally not required except by Commission or Hearing Officer order. The purpose of requesting prefiled testimony is to assist the Commission and to expedite the hearing.

not make oral or written objections on the record. The Commission believes it is in the discretion of the Hearing Officer to entertain objections from informal intervenors. Generally speaking, where it is discretionary, the Commission believes it good public policy to err in favor of including information, rather than excluding it. In this case, the Hearing Officer heard the objections of the informal intervenor and made his ruling. The Hearing Officer included the testimony of Mr. Watkins and overruled the motion to strike or exclude the testimony. Upon further review the Commission finds this to be a proper ruling. Time Warner's application and testimony contained a reservation of rights regarding jurisdiction. We view testimony of Mr. Watkins as responsive to this reservation of rights and not outside the scope of the proceeding. The testimony of Mr. Watkins contained the intervenors' concerns with the enforceability and operation of the reservation of rights clause and was not a broad discourse on the issue of regulating VoIP generally. The Commission has considered the testimony presented by all interested persons and gives the testimony the weight that it merits in this proceeding.

O R D E R

IT IS THEREFORE ORDERED by the Nebraska Public Service Commission that Application No. C-3228 filed by Time Warner Cable Information Services be and it is hereby granted to the extent provided herein.

IT IS FURTHER ORDERED that the Applicant comply with Section 251(f)(1)(B) of the Telecommunications Act of 1996 and that the Applicant submit any bona fide request(s) for interconnection, services or network elements from a rural telephone company to the Commission for its approval prior to the provision of any service under the certification in a rural telephone company area.

IT IS FURTHER ORDERED that Applicant is obligated to abide by the same laws, rules and regulations, both federal and state (including any laws, rules or regulations regarding universal service, restrictions on joint marketing and quality of service), applicable to any other interexchange and local exchange carriers, except obligations imposed on incumbent local exchange carriers pursuant to Section 251(c) of the Act.

IT IS FURTHER ORDERED that, to the extent Applicant provides access line service as referenced in the Telecommunications Relay System Act, Neb. Rev. Stat. §§ 86-301 through 315 (Relay Act) and defined in Neb. Admin. R. & Reg.

SECRETARY'S RECORD, NEBRASKA PUBLIC SERVICE COMMISSION

Application No. C-3228

Page 10

Title 291, ch. 5 § 001.01B, the Applicant shall collect from its subscribers a surcharge (Relay Surcharge) pursuant to the relay act and the Commission's annual orders establishing the amount of the surcharge, and shall remit to the Commission the proceeds from the relay surcharge as provided by the relay act.

IT IS FURTHER ORDERED that the Applicant comply with all necessary statutes and Commission Rules and Regulations as they pertain to the Nebraska Universal Service Fund.

IT IS FURTHER ORDERED that Applicant, like all other certificated carriers, shall file, in accordance with the applicable statutes, on or before April 30 of each year, an annual report with the Commission consisting of: (a) a copy of any report filed with the Federal Communications Commission; (b) a copy of any annual report to stockholders; and (c) a copy of the latest Form 10-K filed with the Securities and Exchange Commission. If such reports are unavailable, Applicant shall file a balance sheet and income statement for the previous year of operation, and for the state of Nebraska on a combined interstate-intrastate basis, the investment in the telephone plant and equipment located within the state, accumulated depreciation thereon, operating revenues, operating expenses and taxes.

IT IS FURTHER ORDERED that within 30 days from the entry of this order that the Applicant file a tariff with the Commission as required by state statutes and the Commission's regulations.

IT IS FINALLY ORDERED that this order be, and hereby is, made the Commission's official Certificate of Public Convenience and Necessity to the Applicant to provide local and interexchange voice services within the state of Nebraska.

MADE AND ENTERED at Lincoln, Nebraska, this 23rd day of November, 2004.

NEBRASKA PUBLIC SERVICE COMMISSION

COMMISSIONERS CONCURRING:

 Chairman



ATTEST:



Executive Director

1290

//s// Frank E. Landis

//s// Gerald L. Vap

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

IN RE:

SPRINT COMMUNICATIONS
COMPANY L.P. PETITION FOR
ARBITRATION UNDER THE
TELECOMMUNICATIONS ACT

APPLICATION NO. C-3429

CERTIFICATE

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

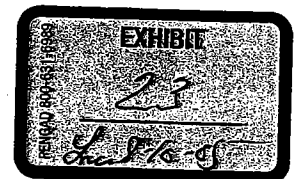
The undersigned, being first duly sworn under oath, states that I am currently employed by the Nebraska Public Service Commission in the position of Accountant. In conjunction with the performance of my duties in such position, I am the custodian of all tariffs filed by telecommunications carriers doing business in the State of Nebraska and subject to the jurisdiction of this Commission.

The undersigned certifies as follows:

1. Attached hereto as Exhibit __ is a true and correct copy of Nebraska Tariff P.S.C. No. 1 filed by Sprint Communications Company L.P. with the Commission and attached hereto as Exhibit __ is a true and correct copy of Nebraska Tariff P.S.C. No. 2 filed by Sprint Communications Company L.P. with the Commission on August 1, 2005 (the "Sprint Tariffs").

2. Following an inspection of the records in my custody and on file with the Commission, I affirm that Sprint Communications Company L.P. has no other tariff currently on file with the Commission other than the Sprint Tariffs.

3. Attached hereto as Exhibit __ is a true and correct copy of Nebraska P.S.C. Tariff No. 1 filed by Time Warner Cable Information Services (Nebraska, LLC d/b/a Time Warner Cable) (the "Time Warner Tariff").



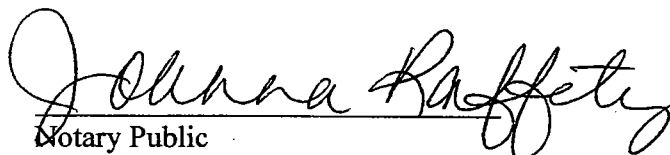
4. Following an inspection of the tariffs in my custody and on file with the Commission, I affirm that Time Warner has no other tariff currently on file with the Commission other than the Time Warner Tariff.

Dated: August 9, 2005.


John Burvainis

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for said County and State on this 9th day of August, 2005.




Notary Public

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

IN RE:

SPRINT COMMUNICATIONS
COMPANY L.P. PETITION FOR
ARBITRATION UNDER THE
TELECOMMUNICATIONS ACT

)
)
)
)
)
)

APPLICATION NO. C-3429

CERTIFICATE

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The undersigned, being first duly sworn under oath, states that I am currently employed by the Nebraska Public Service Commission in the position of Administrative Assistant. In conjunction with and as a part of the performance of my duties in such position, I am in charge of maintaining the files and records relating to all dockets of the Communications Division of the Commission, inclusive of the files and records relating to Applications No. C-3204 and C-3228.

The undersigned certifies as follows:

1. Attached hereto are true and correct copies of the following records and files relating to Application No. C-3204:

a. Sprint's Amended Application for Statewide CLEC Authority, Application No. C-3204, filed with the Nebraska Public Service Commission and dated July 16, 2004.

b. Sprint's Responses to Intervenor's Data Requests, Application No. C-3204, dated September 21, 2004.

c. Pre-filed Testimony of James R. Burt, Application No. C-3204, dated October 1, 2004.




d. Transcript of hearing held on November 4, 2004, Application No. C-3204.

2. Further attached hereto are true and correct copies of the following records and filings relating to Application No. C-3228:

a. Application and Request of Time Warner Cable Information Services (Nebraska), LLC d/b/a Time Warner Cable ("Time Warner") for Statewide CLEC Authority, Application No. C-3228, filed with the Nebraska Public Service Commission, dated June 17, 2004, with attachments.

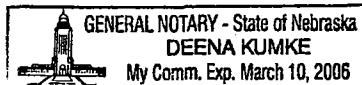
b. Transcript of Hearing, Application No. C-3228, September 17, 2004.

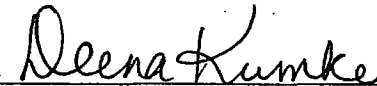
Dated: August 9, 2005.



Anne Bogus

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for said County and State on this 9th day of August, 2005.





Notary Public

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

IN RE:

SPRINT COMMUNICATIONS
COMPANY L.P. PETITION FOR
ARBITRATION UNDER THE
TELECOMMUNICATIONS ACT

APPLICATION NO. C-3429

CERTIFICATE

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The undersigned, being first duly sworn under oath, states that I am currently employed by the Nebraska Public Service Commission in the position of Administrative Assistant. In conjunction with and as a part of the performance of my duties in such position, I am in charge of maintaining the files and records relating to all dockets of the Communications Division of the Commission, inclusive of the files and records relating to Applications No. C-3204 and C-3228.

The undersigned certifies as follows:

1. Attached hereto are true and correct copies of the following records and files relating to Application No. C-3204:

a. Sprint's Amended Application for Statewide CLEC Authority, Application No. C-3204, filed with the Nebraska Public Service Commission and dated July 16, 2004.

b. Sprint's Responses to Intervenors' Data Requests, Application No. C-3204, dated September 21, 2004.

c. Sprint's Confidential Responses to Intervenors' Data Requests, Application No. C-3204, dated September 21, 2004, including Supplements and including



Wholesale Voice Services Agreement between Time Warner Cable Inc. and Sprint Communications Company, L.P. dated December 5, 2003.

d. Pre-filed Testimony of James R. Burt, Application No. C-3204, dated October 1, 2004.

e. Transcript of hearing held on November 4, 2004, Application No. C-3204.

2. Further attached hereto are true and correct copies of the following records and filings relating to Application No. C-3228:

a. Application and Request of Time Warner Cable Information Services (Nebraska), LLC d/b/a Time Warner Cable ("Time Warner") for Statewide CLEC Authority, Application No. C-3228, filed with the Nebraska Public Service Commission, dated June 17, 2004, with attachments.

b. Time Warner's Responses and Objections to Data Requests of Commission Staff and Interveners, Application No. C-3228, dated September 1, 2004.

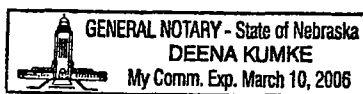
c. Pre-Filed Testimony of Julie Y. Patterson, Application No. C-3228, dated September 1, 2004.


d. Transcript of Hearing, Application No. C-3228, September 17, 2004.

Dated: August 9, 2005.


Anne Bogus

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for said County and State on this 9th day of August, 2005.




Notary Public

Nebraska Public Service Commission

COMMISSIONERS:

E. C. BOYLE
LOWELL C. JOHNSON
ROD JOHNSON
FRANK E. LANDIS
GERALD L. VAP

EXECUTIVE DIRECTOR:

ANDY S. POLLOCK



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NEBRASKA CONSUMER HOTLINE:
1-800-526-0017

August 17, 2005

CERTIFICATION

To Whom It May Concern:

I, Andy S. Pollock, Executive Director of the Nebraska Public Service Commission, hereby certify that the enclosed is a true and correct copy of the original order made and entered in C-3429 on the 17th day of August 2005. The original order is filed and recorded in the official records of the Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the Nebraska Public Service Commission, Lincoln, Nebraska, this 17th day of August 2005.

Sincerely,

A handwritten signature in cursive script, appearing to read "Andy S. Pollock", is written over a horizontal line.

Andy S. Pollock
Executive Director

ASP:ab

Enclosure

cc: Diane C. Browning, 6450 Sprint Parkway, Mailstop KSOPHN0212-2A511, Overland Park, KS 66251
Bradford E. Kistler, Kinsey Ridenouer Becker & Kistler, LLP, 601 Lincoln Square, 121 S. 13th St., Lincoln, NE 68501
Elizabeth A. Sickel, Southeast Nebraska Telephone Co., 110 W. 17th St., Falls City, NE 68355
Paul M. Schudel, Woods & Aiken, LLP, 301 S. 13th St., Ste. 500, Lincoln, NE 68508
James Overcash, #18627, Woods & Aitken, LLP, 301 South 13th Street, Suite 500, Lincoln, NE 68508
Thomas J. Moorman, DC Bar No., 384790, KRASKIN, MOORMAN & COSSON, LLC, 2120 L Street, NW 520, Washington, DC 20037
REED SMITH LLP, Darren S. Weingard, Two Embarcadero Center, Ste. 2000, San Francisco, CA 94111
REED SMITH LLP, Raymond A. Cardozo, Two Embarcadero Center, Ste. 2000, San Francisco, CA 94111

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

BY THE HEARING OFFICER:

On August 10, 2005, the Commission held a hearing in the above-captioned proceeding. At the hearing, the Hearing Officer reserved ruling on objections to the offering of Exhibits marked as 7, 13 and 14 by Southeast Nebraska Telephone Company (SENTCO). The Hearing Officer had previously ruled that such exhibits should be excluded from the hearing in a Hearing Officer Order entered on August 5, 2005 after a Motion in Limine had been filed by Sprint Communications Company L.P. (Sprint).

O R D E R

MADE AND ENTERED at Lincoln, Nebraska this 17th day of August, 2005.

By:

Hearing Officer

SECRETARY'S RECORD, NEBRASKA PUBLIC SERVICE COMMISSION
